

Security & Facility Systems and Solutions AWARD 20191

How to Use Guidelines:

OGS is providing the following “How to Use Guidelines” to assist authorized users to correctly use the Security and Facility Systems and Solutions Contracts. These Guidelines do not relieve the Contractors and authorized users from complying with the Terms and Conditions of the awarded Contracts or with all applicable statutes, regulations, internal procurement guidelines, policies and procedures as well as control agency requirements. Below is a summary table of contents to assist your search:

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I. Contract Overview:

1. Scope. These Contracts are established to provide physical security & facility products, installation, system integration and maintenance of the systems installed.

Authorized users may obtain full solutions for the security & facility products and systems identified within the selected Contract(s) including all materials, installation, labor and maintenance. This includes public works labor (New York State Labor Law Article 8) including, but not limited to:

- A. Running, pulling, and blowing of cable, fiber optics, low voltage, and line voltage (110V and greater) wiring for security systems, fire alarms, electrical distribution systems, etc.
- B. Installing chillers, boilers, air handlers, and other related Article 8 work for Integrated Microprocessor-Controlled HVAC Equipment.
- C. Installing sprinkler piping, chemical suppression systems, etc.
- D. Mounting of cameras, equipment, lighting, panels, panel boards, etc.
- E. Other public work which is necessary to establish an entire physical security or facility system and solution and permitted in this document.

All of these systems and solutions utilize software for operation and require programming, commissioning, and integration technical services to implement. The Article 8 work is inextricably integrated to the implementation of these systems and solutions. Authorized Users are responsible for ensuring that all plans and specifications for new and upgraded fire alarms, BAS/EMS/Integrated Microprocessor-Controlled HVAC Equipment, and any other applicable systems are certified and stamped by a New York State Licensed Professional Engineer or Architect as required by New York State Law, regulations and applicable Building Codes.

The Security and Facility Systems and Solutions Contracts include all products, installation, systems integration, and maintenance for several types of systems including fire alarms, CCTV security systems, alarm systems, fire suppression and sprinkler systems, and other systems that integrate with these safety systems such as building automation systems, energy management systems, integrated microprocessor-Controlled HVAC equipment, public address systems, public safety communications networks, law enforcement data capture systems, Law Enforcement Records Management Systems (RMS), and Command Center Dispatch and Monitoring systems. These systems are offered as:

- a) part of or integrated with a physical security and facility system or
- b) part of or integrated with a law enforcement, public safety or emergency response system.

These Contracts shall not be used to obtain products or services which are not part of a physical security and facility system or a law enforcement, public safety or emergency response system. Examples of what is and is not included under this contract is contained on the following chart:

The scope of this contract includes:	The scope of this contract does NOT include the purchase of any products, systems and services offered by the Contractor that are not directly related to and integrated with a physical security and facility system or are part of or integrated with a law enforcement, public safety or emergency response system.
Building Automation System (BAS) which is a computerized system, operating on certain communications protocols (e.g. BACNet, LonTalk, Modbus, etc.) which manages, controls, and is integrated with the Integrated Microprocessor-Controlled HVAC Equipment in a building or facility. Building Management Systems and Building Control Systems are also subcategories of Building Automation Systems.	

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<p>The scope of this contract includes:</p>	<p>The scope of this contract does NOT include the purchase of any products, systems and services offered by the Contractor that are not directly related to and integrated with a physical security and facility system or are part of or integrated with a law enforcement, public safety or emergency response system.</p>
<p>Incidental work on structural, shell and roof components for tasks such as core drilling or boring to run wire is permissible if directly related to and ONLY performed for the installation of the security & facility systems.</p>	<p>The erection, construction, or reconstruction of buildings. These Contracts shall not be used to erect, construct or reconstruct building foundations, structural walls and columns, bearing walls, floors, roofing, and other similar physical super structure and shell components of a building.</p> <p>Providing non-structural, non-bearing walls which are not provided as part of a physical security and facility system but instead to create general purpose rooms/partitions (e.g. creating a classroom).</p> <p>General Building/Parking Lot/Recreation Yard paving shall not be obtained on this contract.</p> <p>General Purposes Doors and Windows shall not be obtained on this contract.</p>
<p>Cable (coaxial & fiber optic), wire, conduit, steel boxes, hangers, etc. must only be purchased from these contracts if used in conjunction with the physical security and facility system and solutions being purchased under these contracts.</p> <p>A physical security and facility system includes an emergency telephone system or pbx system expressly and solely used: A. To communicate fire or health and safety emergencies directly and solely to law enforcement organizations, or B. To identify an individual(s)' location in the event of a fire or emergency.</p> <p>Electrical Construction which is part of/integrated with/necessary for the implementation of a physical security and facility system and solution.</p> <p>Switchgear, Automatic Transfer Switches, Vehicle Chargers and affixed Generators which are Factory Installed/Factory-provided microprocessor controlled/containing systems and are integrated with the Physical Security and Facility Systems using</p> <p>Uninterruptable Power Supply (UPS) products and systems</p>	<p>General Purpose IT/Networking/Telecom/Audio-Video: The contract does not allow for cable (coaxial & fiber optic), wire, conduit, steel boxes, hangers, etc. to be purchased from these contracts for any other purposes, including, but not limited to: A. General Purpose IT, Telecommunications, Networking Cabling, Fiber Optics (e.g. phone, pbx, digital centrex, digital key systems, television, cable, T-Line, general broadband, etc.) B. Audio-Video equipment or systems (e.g. smart boards, projectors, studio broadcasting, conference rooms, video conferencing equipment, Theatre Screens/Displays, etc.).</p> <p>Non-security and facility systems such as Solar/Photovoltaic Systems, Energy Systems (e.g. a hydroelectric power plant), Utility lines/systems, Medical Equipment (e.g. MRIs), Standard Lighting, Standard LED Lighting, portable generators, power quality, etc. shall not be obtained through these contracts.</p> <p>Electrical Construction which is not part of/integrated with/necessary for the implementation of physical security and facility systems and solutions shall not be obtained on this contract.</p> <p>Switchgear, Automatic Transfer Switches, Vehicle Chargers and affixed Generators which are not micro-processor controlled/containing systems and/or not integrated with the Physical Security and Facility Systems.</p>
	<p>Cloud/hosted services These Contracts cannot be used to obtain any Product or Service sold as an "as a service" offering or in which Authorized User Data is transmitted, acted upon, or stored on non-Authorized User equipment. This includes, but is not limited to, hosted applications, managed security services, and off-site Data storage. Cloud services such as IaaS, PaaS, SaaS, and XaaS shall not be obtained through these Contracts.</p>

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Command Center Dispatch and Monitoring Equipment/System , which are the consoles, Video-Wall Displays, monitoring devices, etc. used to enable command centers to monitor, communicate with, and respond to information from fleet management systems, law enforcement and first responder communications.	Audio-Video Equipment. Audio-video products such as projectors for classrooms, conference rooms or video conferencing equipment that is not integrated with a physical security and facility system or are part of or integrated with a law enforcement, public safety or emergency response system shall not be obtained through these Contracts.
Electronic Article Surveillance systems used to prevent the theft, pilfering, or unauthorized removal of products using RFID tags, barcodes, applicable security/law enforcement scanners & printers, and alarm devices.	General Purpose Printers and Scanners that are not integrated with the security & facility system being purchased such as general purpose printers, scanners, (e.g. multifunction printers, document scanners).
Inmate/Jail Records Management System using a database with information regarding specific inmates (e.g. physical features, identifying characteristics, etc.). Such systems may use information on RFID tags/wristbands, tags, scanners, etc. to track the location and status of inmates in a corrections facility. These systems are often integrated with a Guard Tour Management System.	General Purpose Management Systems for the retention of court papers, contracts, and personnel files, etc., which do not qualify as law enforcement records management systems shall not be obtained through these Contracts.
Energy Management Systems (EMS) , which are a computerized system, part of or integrated with the Building Automation System which controls portions of the Integrated Microprocessor-Controlled HVAC Equipment.	
Fleet Management Tracking Systems whereby devices are placed in or affixed to vehicles owned & operated by the authorized user, and used to provide data, including, but not limited to vehicle status, location, condition, etc. to a central Command Center or other tracking location.	<p>Vehicle Acquisition and Maintenance This contract does not include the purchase, leasing, acquisition, inspection (including by DMV or other authorized personnel), maintenance, or service of vehicles of any kind.</p> <p>Roadside Check Devices where the devices are not integrated to either a total physical security & facility system or law enforcement/public safety communications network (including a Fleet Management System) shall not be obtained through these contracts.</p>

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<p>Integrated Microprocessor-Controlled HVAC Equipment such as Chillers, Rooftop Units, Boilers, Air Handlers, Fan Coils, Unit Ventilators, Heat Pumps, Remote I/O Modules, etc. which:</p> <ul style="list-style-type: none"> a) are Factory-Mounted [Installed]/Factory-Provided Microprocessor-Controlled, b) require technical skill to program, integrate, and commission, c) Is used in the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data (e.g. Temperature, air pressure, smoke, carbon monoxide, energy Consumption, etc.), and d) are integrated with the Building Automation Systems or Energy Management System to allow the Building Automation System or Energy Management System to monitor the performance of these products by the authorized user. <p>This information must be documented in the Authorized User's procurement record.</p> <p>Note: For item c) above, not all of the functions need to be performed by the integrated Microprocessor-Controlled Equipment, but some of these do need to be performed to be integrated. Also, by "Data" OGS is referring to any information, signaling, reports, etc. regarding the system/equipment operations.</p> <p>To determine if the Integrated Microprocessor-Controlled HVAC Equipment is "Integrated" to the BMS, authorized users should use the following test:</p> <ul style="list-style-type: none"> a) Does the BMS/EMS/Integrated Microprocessor-Controlled HVAC Equipment automatically and electronically collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, inter-face, switch, or disseminate data: b) Does the Integrated Microprocessor-Controlled HVAC Equipment actively and automatically make recommendations/receive recommendations or commands from the Building Automation Systems/Energy Management System: and? c) If an IP-based system, does the Building Automation System/Energy Management System need to be configured to allow for the IP address on the Equipment? 	<p>Plumbing systems This contract does not include the assembly, installation and repair of pipes, fittings, and fixtures of sewer/waste, water, and drainage systems and plumbing fixtures, such as sinks, commodes, bathtubs, showers, water fountains, water heaters hot water tanks, garbage disposal units, dishwashers, and water softeners. The repair and maintenance of plumbing by replacing washers in leaky faucets, mending burst pipes, and opening clogged drains is not allowed.</p> <p>General Ductwork, Piping, etc. shall not be obtained on these contracts.</p> <p>Chillers, rooftop units, boilers, air handlers, fan coils, unit ventilators, heat pumps, remote I/O modules, etc. which are not:</p> <ul style="list-style-type: none"> A. Factory Installed/Factory-Provided micro-processor-controlled (included/controlled), or B. Which are not integrated with the Building Automation Systems or Energy Management Systems, shall not be obtained on this contract. <p>Cold Storage/Food Cook/Chill Systems used to warehouse and store food and beverages shall not be obtained on this contract.</p> <p>The provision, installation, systems integration or maintenance of Cooling Towers shall not be obtained on this contract.</p>
<p>Integrated BAS/EMS/Integrated Microprocessor-Controlled HVAC Equipment System means:</p> <ul style="list-style-type: none"> a) that the fire alarm system, cctv system, or access control system is integrated to the BAS/EMS/Integrated Microprocessor-Controlled HVAC Equipment System using a device including, but not limited to, a router, gateway, Fire Alarm Interface Panel (FIAP), and/or other similar device, which utilize certain protocols (e.g. BACNet, LonTalk, Modbus, etc.) to communicate among these systems; and b) that the Building Automation System or fire alarm system allows for monitoring of all of these systems by the authorized user via a single platform or integrated platforms/systems. 	<p>BAS/EMS/HVAC Equipment that are not integrated with a physical security and facility system or are part of or integrated with a law enforcement, public safety or emergency response system shall not be obtained through these Contracts.</p>

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<p>Testing and Balancing of Integrated Microprocessor-Controlled HVAC shall be when an independent vendor, which:</p> <ul style="list-style-type: none"> a) Is certified by either the Associated Air Balance Council Bureau - AABC, Los Angeles, Cal. 90026 or by the National Environmental Balancing Bureau - NEBB, Arlington, Va. 22209, b) Is an approved subcontractor to a contractor providing Integrated Microprocessor-Controlled HVAC Equipment product, installation, systems integration, or maintenance; and c) As part of and in conjunction with the contractor providing the aforementioned installation, systems integration, or maintenance of Integrated Microprocessor-Controlled HVAC Equipment; <p>Cleans, tests, and balances the Integrated Microprocessor-Controlled HVAC Equipment in accordance with Code Requirements.</p>	<p>Cleaning/Treatment of Cooling Towers to prevent Legionnaires Disease (DEC Category 7G) shall not be obtained on this contract.</p>
<p>Inventory Management System shall mean an electronic, computer-based database system used for tracking inventory, and is integrated with Electronic Article Surveillance (EAS) systems. Inventory Management Systems must be integrated to existing physical security and facility systems.</p>	<p>Installation or Affixing Inventory Management tags. This contract does not include the purchase of services to actually place or affix the RFID tags, barcodes, as needed by an authorized user.</p>
<p>Law Enforcement Data Capturing System means electronic devices such as scanners, mobile data terminals, handheld computers, etc. used by law enforcement to capture and track data/evidence from crime scenes, arrests, etc., which are integrated with a law enforcement, public safety or emergency response system.</p> <p>Legal Compliance: Any law enforcement data capture can only be used by authorized users in accordance with Federal and State Constitutional, Statutory, Administrative, and Case Law. However, warrantless surveillance and other prohibited actions are not permitted to be obtained from these Contracts.</p>	<p>General purpose non-security based products The contract does not allow for IT or Telecom networking, or other products which are not integrated into a physical security and facility purpose (not hardwired or affixed to buildings) or a law enforcement, public safety or emergency response system.</p> <p>Construction Scanners/Lasers which are used to determine the correct size, distance, measurements, etc. in the construction, reconstruction, alteration, repair, or maintenance of buildings, and subsystem of the same, or any other public work project.</p>
<p>Law Enforcement Records Management Systems (RMS) shall mean a computerized system which stores information regarding arrests, convictions, and other relevant information regarding crimes and criminals, including, but not limited to fingerprints, identifying physical characteristics (e.g. tattoos), etc. and is integrated with a livescan system used to capture, store and forward fingerprint or other identifying physical characteristic information.</p>	<p>General Purpose Records Management Systems which do not qualify as law enforcement records management systems shall not be obtained from these Contracts.</p>
<p>Mapping and Surveying products/systems are devices used to generate maps, topographic images, geospatial images, and other images of physical features of land.</p>	<p>Construction Scanners/Lasers which are used to determine the correct size, distance, measurements, etc. in the construction, reconstruction, alteration, repair, or maintenance of buildings, and subsystem of the same, or any other public work project.</p>
<p>Mobile Data Terminals such as specialized laptops, tablets, etc., used exclusively for fleet management, law enforcement data capture, or in-car (affixed) radio/public safety communications.</p>	<p>General Purpose IT laptops, tablets, phones, etc. that are not used exclusively for fleet management, law enforcement data capture, or in-car (affixed) radio/public safety communications shall not be obtained from these Contracts.</p>

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<p>Nurse Call Systems used for multiple life-safety and emergency functions, including: 1) Patient call for nurse help, 2) Nurse communication to patient, 3) Code Blue critical emergency call initiation, and 4) Staff Emergency call initiation.</p>	<p>Personnel Medical Information and Medical Records such as a Health Insurance Records Management System and the associated databases, systems, etc. shall not be obtained through this contract.</p>
<p>Personal Alarm safety devices carried or worn by employees of a state institution (e.g., Correctional Facility, OMH Facility) to provide alarm notification in the event of an emergency or potential emergency (e.g. fight, assault on an employee, etc.).</p>	
<p>Public Address Systems for delivering messages, instructions, alerts, or other communications, via speakers/loudspeakers. This system shall contain an “emergency override” or “priority override” so that any emergency notification message, alarm notification, etc. overrides any other function being performed or which could be performed by a Public Address System.</p>	<p>Use/Installation of Audio/video Equipment in Alternate Settings. Services and equipment for use and installation of audio visual systems/components such as video and audio conferencing equipment systems, theatre systems, speakers connected to a whiteboard/smart board/video screen, general theatre speakers, and portable speakers/sound systems that are not integrated with a physical security and facility system or are not part of or not integrated with a law enforcement, public safety or emergency response system shall not be obtained through these Contracts.</p>
<p>Time Management System means either: a) An analog, digital, master, or wireless time clocks which is integrated with a Public Address System or other physical security and facility system, b) A device hardwired or affixed to a building/facility or state property which records the entrance and exit of personnel or vehicles, in conjunction with allowing access to and from the building/facility or state property, or c) A device or system integrated with a Nurse Call or Public Address system to synchronize time for emergency and alarm notification.</p>	<p>Employee Time Management System such as punch or swipe-clocks for “time in” and “time-out” or a standalone “record-keeping” or “log” software whereby employees, managers, etc. enter their work times and absences that are not integrated with a physical security and facility system or are part of or integrated with a law enforcement, public safety or emergency response system shall not be obtained through these Contracts.</p> <p>Standalone analog, digital, master, or wireless clocks which are not integrated with a Public Address System or other physical security and facility system and solution shall not be obtained on this contract.</p>
<p>Asbestos and Pollution Abatement which is performed as part of and exclusively done for and with the installation, systems integration, or maintenance of total physical security and facility system or public safety/law enforcement communications system</p>	<p>Asbestos and Pollution Abatement which is not done as part of the installation, systems integration, and maintenance of a total physical security and facility system and solution or public safety/law enforcement system, such as a building/facility wide asbestos abatement.</p>

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<p>Security and Facility Consulting and Design Services (Including Licensed Architects and Engineers) such as the preparation of plans, specifications, drawings, etc. where these services are provided by the contractor (including via a subcontractor) in conjunction with part of a total security and facility system and solution or public safety communications systems, and;</p> <p>A. The Contractor and its subcontractor(s) cannot rely on the Spearin Doctrine. All design error costs shall be borne solely by Contractor and its subcontractor(s)/partner(s); and</p> <p>B. The contractor is awarded either Lot 3 or Lot 5;</p>	<p>Standalone Consulting, Architectural, and Engineering Services where the contractor/subcontractor acts as the “Owner’s Representative” and is not providing any products, installation, integration, or maintenance of a total security and facility system/total law enforcement/public safety system and solution shall not be obtained on this contract.</p> <p>Consulting, Architectural, and Engineering Services which are for work/services/projects which does not fit the scope of RFP 20191 such as Plumbing Systems, Buildings, General Purpose Information IT and Telecom networking, Health Care, General Business Process/Organization/Management Consulting, Financial Consulting, etc. shall not be performed on this contract</p> <p>Note; For state agencies, any standalone professional architectural, engineering, or land surveying services must be procured in accordance with NYS State Finance Law Sec. 136.a.</p>
<p>Fire Suppression Systems such as Sprinkler Systems (wet, dry, pre-action), Chemical Suppression Systems, Water-based Suppression Systems, Fire Extinguishers, and Kitchen Hoods which are used to prevent and control fires by releasing a substance which either removes the heat, fuel, or oxygen necessary for a fire to spread.</p>	<p>Lawn, Gardening, and agricultural sprinklers used to water crops, plants, and horticulture shall not be obtained on this contract.</p>
<p>Patching (e.g. drywall) and Painting which:</p> <p>a) is being performed as part of and in conjunction with the installation, systems integration and maintenance of total security and facility systems, and</p> <p>b) is:</p> <p>i) Removed to permit physical access to enable the installation, integration, or maintenance of a physical security and facility systems,</p> <p>ii) Restored to return the affected area to its previous condition only after the successful completion of the installation, integration, or maintenance of the physical security and facility system</p>	<p>General Painting, Patching Work of/on a building, highway, etc. shall not be obtained on this contract.</p>

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Insulating/Removing Insulation from which: a) is being performed as part of and in conjunction with the installation, systems integration and maintenance of total security and facility systems, and b) is: i) Removed to permit physical access to enable the installation, integration, or maintenance of a physical security and facility systems, ii) Restored to return the affected area to its previous condition only after the successful completion of the installation, integration, or maintenance of the physical security and facility system, and iii) Installed to ensure the equipment/system which are part of a total security and facility system and solution operate in accordance with the manufacturer's recommendations and/or building codes.	Insulating/Removing Insulation from a building where the insulation is performed on an entire building or any portion thereof
Building/Facility CCTV/Cameras used to monitor or detect intrusion, motion, access/entry, exit, etc. from authorized users' physical facility premises and associated parking lots,	Toll/Revenue Collecting and Toll Violation Enforcement Cameras which are used to collect/invoice tolls, E-Z Pass, etc. shall not be obtained on these contracts. Video Conferencing, Television, General Purpose IT, and Audio/Visual cameras shall not be obtained on this contract.
	Monitoring of Emails, General Purpose IT/Telecommunications Networks, Social Media (e.g. Facebook, Twitter, etc.), Cellphones, Satellite Phones, etc. shall not be obtained on this contract.
In-Car mounting/docking stations for cameras, radios, and public safety communication network modems/routers which are part of/integrated with public safety communications networks/emergency response networks.	In car window-guards, security screens, and airbag switches shall not be obtained on this contract.
Public Safety Digital Signage System which are integrated to a physical security and facility system and shall be for delivering messages, instructions, alerts, or other communications, via the display monitor. These systems must contain an "emergency override" or "priority override" so that any emergency notification message, alarm notification, etc. overrides any other function being performed or which could be performed by a Digital Signage System.	Use/Installation/Maintenance of General Purpose IT/Networking Digital Signage/Displays which do not have an Emergency Override and are not integrated to a physical security and facility system shall not be obtained on this contract.
	Rental/Leasing of Equipment shall not be obtained on this contract.
Radio Communications Equipment (e.g. two-way radios, repeaters, etc.)	Subscribing to FCC licenses for Radio Communications Equipment and Systems owned by a Third Party instead of purchasing these shall not be obtained on this contract.
Perimeter Fencing which: a) includes integrated electronic monitoring devices which detect intrusion, motion, etc., b) is integrated with the access control/surveillance system, and c) is used to create a permanent, secure perimeter/boundary to prevent unauthorized access or leaving of a facility.	Decorative Fencing, construction site fencing, temporary/portable fencing/barriers, fencing which does not include integrated electronic monitoring devices, etc. shall not be obtained on this contract

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<p>Security Office Furniture which are security consoles used for monitoring CCTV, Surveillance Camera, and other public safety and security information</p>	<p>Standard chairs, tables, IT consoles, etc. shall not be acquired on this contract.</p>
<p>Cranes and Rigging equipment/services which are used only for and in conjunction with the installation of equipment which is part of a total security and facility system and solution and listed on the published price lists for this contract where the prime contractor assumes all risk for the work performed by the crane/rigging firm.</p>	<p>Cranes and rigging equipment/services used to install/remove products which do not fit the scope of this contract including, but not limited to general building (e.g. structural walls, steel girders, etc.), general ductwork, general plumbing, etc. shall not be obtained on this contract.</p>
<p>Dismantling/removing equipment as part of a new installation/upgrade/replacement of a total security and facility system and solution where the contractor is performing (either directly or through a subcontractor), the dismantling/removing of equipment.</p>	<p>Demolition of Buildings, roads, and other structures shall not be obtained on this contract.</p>
<p>Cleaning of equipment such as cameras, chillers, etc. which is:</p> <ul style="list-style-type: none"> a) Only for equipment which fits the scope of this contract, b) Specified by the manufacturer's recommended maintenance guidelines/required by code, c) Specifically done to ensure the proper functioning of the security and facility systems and solutions on this contract, and d) Performed by the prime contractor (either directly or via a qualified subcontractor) 	<p>Janitorial Services, Porter Services, cleaning of general ductwork, plumbing, grounds keeping, industrial clean, etc. shall not be obtained on this contract</p>
<p>Electronic Access Gates, electronic (programmed, integrated, affixed) turnstiles, electronic-locking doors (e.g. Prison Cells), Prison Sallie Ports, Overhead Doors which are integrated with an access control system, etc. may be acquired on this contract</p>	<p>General Purpose doors, general office doors, overhead doors which are not integrated with an access control system, portable turnstiles, etc. shall not be obtained on this contract</p>
<p>IT/Network Security appliances, software, and firmware such as firewalls which are:</p> <ul style="list-style-type: none"> a) Being obtained exclusively for and with a physical security and facility system (e.g. at time of installation); b) Only providing network security for the physical security and facility system and not any general purpose IT/Telecommunications Network; and c) Required by Code or the manufacturer to ensure the proper functioning and security of the equipment. 	<p>General purpose IT/Telecommunications/Network Security appliances, software, and firmware such as firewalls, appliances, etc. for shall not be obtained on this contract.</p>
<p>Classroom Audio Speakers which:</p> <ul style="list-style-type: none"> a) are integrated with the Fire Alarm System as required by NFPA Code 72 and any other Building or Fire Code/Standard, b) include an "emergency override" or "priority override" so that any emergency notification message, alarm notification, etc. overrides any other function being performed or which could be performed by a Public Address System, and c) have a specific physical connection location for the fire alarm system on the speaker/speaker controller to allow the fire alarm to shut down/override this system 	<p>Non-Integrated Classroom Audio Speakers which either:</p> <ul style="list-style-type: none"> a) Are not integrated with a Fire Alarm System, b) Do not have a "emergency override" or "priority override" capability, or c) Do not have a specific physical connection on the speaker/system controller for a Fire Alarm System to shutdown/override the system, <p>shall not be obtained on this contract.</p> <p>Audio-Video Equipment. Audio-video products such as projectors for classrooms, conference rooms or video conferencing equipment that is not integrated with a physical security and facility system or are part of or integrated with a law enforcement, public safety or emergency response system shall not be obtained through these Contracts.</p>

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How to Use Guidelines:

The scope of this contract includes:	The scope of this contract does NOT include the purchase of any products, systems and services offered by the Contractor that are not directly related to and integrated with a physical security and facility system or are part of or integrated with a law enforcement, public safety or emergency response system.
Metal Detectors and X-Ray Machines which are either: a) integrated with a physical security and facility system, or b) hardwired/affixed to a physical building	Portable X-Ray Machines, Portable Metal Detectors etc. which are not integrated to a physical security and facility system or which are not hardwired/affixed to a building shall not be obtained on this contract.
	General Law Enforcement equipment such as firearms, ammunition, gun-holsters, crowd-control gas, etc. shall not be obtained on this contract.
Fire Station Alerting Systems are speakers which are integrated to/receive signals from Command Centers, monitored premises, etc. and announce the dispatching of personnel to respond to a fire/ems situation.	General Purpose Phone Systems which are primarily used for general communications purposes, even if they allow for 9-1-1 calls, shall not be obtained on this contract. Audio-Video Equipment. Audio-video products such as projectors for classrooms, conference rooms or video conferencing equipment that is not integrated with a physical security and facility system or are part of or integrated with a law enforcement, public safety or emergency response system shall not be obtained through these Contracts.
Parking Access Systems for facilities: a) Are physical gates, barriers, etc., b) Are used to allow the entry and exist of vehicles into a facility, c) Are micro-processor-controlled, requiring technical skill to program, configure, etc., d) Use ID Cards, Badges, License Plate Recognition, RFID Tags, etc. to grant entry/exit a facility, and/or e) May include a Pay Station device to receive a token which grants access to the facility.	Toll/Revenue Collection Systems which are used to collect tolls, process E-Z Pass, etc. on highways, roads, etc. shall not be obtained on this contract. Credit Card, Credit Payment, P-Card Services, Banking Services, etc. shall not be obtained on this contract. Cloud/hosted services These Contracts cannot be used to obtain any Product or Service sold as an “as a service” offering or in which Authorized User Data is transmitted, acted upon, or stored on non-Authorized User equipment. This includes, but is not limited to, hosted applications, managed security services, and off-site Data storage. Cloud services such as IaaS, PaaS, SaaS, and XaaS shall not be obtained through these Contracts. Time Parking Ticketing Systems which are not part of the parking access systems shall not be obtained on this contract. Ticketing Systems for cities, towns, villages, authorities, etc. on public streets shall not be obtained on this contract.
Inmate Radio Systems are listening/sound systems for inmates in secure facilities which: a) Are integrated with the facility Public Address System, b) Required by either Code or Court Order, and c) Contain an “emergency override” or “priority override” so that any emergency notification message, alarm notification, etc. from the Public Address System which overrides any other function being performed or which could be performed by the inmate radio system.	Inmate Television Systems shall not be obtained on this contract.

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How to Use Guidelines:

<p>The scope of this contract includes:</p>	<p>The scope of this contract does NOT include the purchase of any products, systems and services offered by the Contractor that are not directly related to and integrated with a physical security and facility system or are part of or integrated with a law enforcement, public safety or emergency response system.</p>
<p>LED Lighting specifically for CCTV Cameras which is:</p> <ul style="list-style-type: none"> a) Only being installed/maintained for the proper functioning of a CCTV Camera (meaning the CCTV specifies a certain lighting requirement), b) Being installed/maintained at the same time as the installation, integration, or maintenance of the CCTV Cameras, and c) In no event shall such lighting costs (including, but not limited to products, installation, integration, removal, replacement, repair, maintenance, etc.) exceed five percent of the entire CCTV project/scope of work value. 	<p>General Lighting Installation, Maintenance, Retrofits, etc. involving LED Lighting or Lighting in general shall not be obtained on this contract.</p>
<p>Fire Pump System which:</p> <ul style="list-style-type: none"> a) consists of: <ul style="list-style-type: none"> i. a fire pump, ii. a fire pump motor, iii. automatic transfer switch and fire pump controller, iv. jockey pump, v. jockey pump motor, vi. jockey pump controller, vii. associated valves, viii. gauges, and ix. test apparatus b) has factory-mounted micro-processor-based Controllers, requiring technical skill to program only, c) is integrated with the fire alarm system, and d) is only used to supply water to a sprinkler/ standpipe system. 	<p>General Purpose Pumps and Plumbing Systems shall not be obtained on this contract.</p>

Authorized users must use the requirements/definitions above to determine if any work is acceptable and document this in their procurement records.

In particular, in any situation where an authorized user is acquiring (purchasing products, installation, systems integration, or maintenance) either:

1. Integrated Microprocessor-Controlled HVAC Equipment, and
2. Integrated BAS/EMS/Integrated Microprocessor-Controlled HVAC Equipment Systems:

The Authorized user must document in their procurement record that these meet the abovementioned acceptable scope requirements. The authorized user shall review each of the itemized requirements and document how the equipment/systems are meeting these requirements.

OGS understands that the installation, integration, or maintenance of the systems and solutions which fit the scope of this contract may include work which may incidentally affect the building (e.g. core drilling a building/boring through a building to run wire) or incidentally involve plumbing/general ductwork (e.g. moving a pipe to perform an installation, connecting an HVAC boiler to a water line, connecting a chiller to the main duct branch in a building, etc.). In these cases, the fundamental question that the authorized user should ask is: Is this work directly tied to the provision of the physical security and facility system or are part of or integrated with a law enforcement, public safety or emergency response system? If not, then the construction, reconstruction or repair work shall not be performed.

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How to Use Guidelines:

If an authorized user has any questions regarding the acceptability of any work to be performed on this contract, they should contact the contract administrator. OGS will review the question and provide a response, which will also be disseminated to all authorized users via the Purchaser Notification System (PNS), the Contract Award Notification, and this “How to Use” document. Note: Executive State Agencies (under the direction and control of the Governor) and which utilize the Business Center Service center should direct their inquiry to the Business Service Center first. The Business Service Center will then direct the inquiry to OGS Procurement Services.

2. Lot Structure:

Contracts are awarded by LOTS as follows:

LOT 1: Product Only

LOT 2: Product & Maintenance

LOT 3: Product, Installation, Integration & Maintenance

LOT 4: Installation Only

LOT 5: Integration Only [Actions required to join an existing and new system into an integrated application or to connect various components of new applications into a centralized system]

3. Regions:

Contracts are awarded either statewide, or by regions as follows:

Regions	1	2	3	4	5	6	7	8	9
Areas	Long Island	New York	Westchester	Ulster	Albany	Adirondack	Syracuse	Finger Lakes	Buffalo
Counties	Nassau Suffolk	Bronx Kings New York Queens Richmond	Dutchess Putnam Westchester	Orange Rockland Sullivan Ulster	Albany Columbia Delaware Fulton Greene Montgomery Otsego Rensselaer Schenectady Schoharie	Clinton Essex Franklin Hamilton Saratoga Warren Washington	Cayuga Herkimer Jefferson Lewis Madison Oneida Onondaga Oswego St. Lawrence	Broome Chemung Chenango Cortland Livingston Monroe Ontario Schuyler Seneca Steuben Tioga Tompkins Wayne Yates	Alleghany Cattaraugus Chautauqua Erie Genesee Niagara Orleans Wyoming

4. Product Offering Chart:

In order to assist authorized users with, OGS has created a “Product Offering Chart” which list each Product Line/Brand. Note: Certain entities may manufacture multiple Product Lines/Brands. However, this specific Brand/Product Line must be listed as being offered on a particular contract for it to be “on contract.”

Please see below the following link to the Product Offering Chart:

<https://www.ogs.ny.gov/purchase/snt/awardnotes/7720120191Prices.pdf>

5. Pricing:

This contract consists of a pre-qualified pool of Contractors, with “Not to Exceed” NYS Net Pricing and Total Hourly Rates. These contracts have multiple offerings of products and services. **The intent is, where possible, for authorized users to seek competition among Contractors to obtain more advantageous pricing, terms, and the most economical and efficient offerings.** OGS also recognizes that there are situations where it is not feasible to conduct competition, and has therefore provided guidance to state agencies/authorized users in those circumstances.

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How to Use Guidelines:

“Not to Exceed’ NYS Net Pricing” shall mean the published pricing of products on the NYS website labeled as “NYS Net Price”, which is the maximum amount a Contractor can charge an authorized user for a product, and **INCLUDES** all applicable shipping; handling, insurance and associated delivery charges (F.O.B. Destination the dock/delivery location of the Authorized User) Reference Appendix B, Clause 35, Shipping/Receipt of Product and Clause 36, Title/Risk of Loss for further information.

“Not to Exceed’ Total Hourly Rates” shall be the hourly rates listed on the NYS Pricing pages for contractors awarded Lots 2-5. All rates include travel time and costs incurred for travel to and from the site (including, but not limited to travel, meals, lodging, gas/fuel, tolls, etc.). Rates and charges for the Product, installation, systems integration, and maintenance of the Product include all travel and costs associated with accessing the installation site. All subcontractors must also comply with the “Not to Exceed” Total Hourly Rates and Not to Exceed’ NYS Net Pricing.”

6. Value Added Resellers (VARs) and Subcontractors:

All VARs and subcontractors must be pre-approved by OGS prior to use.

VARs are entities on Contracts for Lot 1 Product Only which are able to sell the products on the awarded Contract. VARs are unable to do the following:

- A. VARs cannot perform services under any of these Contracts;
- B. VARs cannot be offered/added to any Contract for Lots 2, 3, 4, and 5 or a combination of Lot 1 and Lot(s) 2, 3, 4, or 5; and
- C. VARs cannot sell/offer products which are not on the approved price list of the Contract holder, or charge above the “Not to Exceed” NYS Net Pricing for products.

Subcontractors are entities that perform services (installation, systems integration, and maintenance) under and through contract holder (Prime Contractors) awarded Contracts under Lots 2, 3, 4 and 5 or a combination of Lot 1 and Lot(s) 2, 3, 4, or 5. Subcontractors are not permitted to receive orders and remittances from authorized users directly. All orders and remittances must be sent directly to the Prime Contractor. The Prime Contractor is the single point of contact.

When Prime Contractors propose utilizing subcontractors, authorized users have the responsibility to verify the rates the Prime Contractor is charging NYS for work performed by the subcontractor (e.g. electrical installation) are equal to or lower than the “Not to Exceed” Total Hourly Rates for the Prime Contractor.

Where a subcontractor is using a sub-subcontractor, this “Sub-Subcontractor” must also be an approved subcontractor by OGS.

7. Subcontractor Markup (How to Use Subcontractor Provisions):

Certain contractors have provisions in their contracts which allow for them to charge a percent (%) markup over a subcontractor’s quote/invoice. These are listed in the “Subcontractor List” in the Pricing Information File (see below link):

<https://www.ogs.ny.gov/purchase/snt/awardnotes/7720120191Prices.pdf>

This fee is to cover the back office project management performed by the prime contractor. For example, the contractor is required to collect, review, and forward to the authorized user all subcontractor Certified Payrolls as required by Article 8 of the Labor Law.

Contractors who do not have this markup cannot charge this rate, but must first submit a contract update request to OGS to charge this fee.

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How to Use Guidelines:

In accordance with Sec. I.6 (see above) of this document, even if the subcontractor is performing work on a fixed price/lump sum basis, the contractor/subcontractor must still indicate the hourly rate that the subcontractor is charging as a note to the authorized user. The authorized user must verify this rate is equal to or lower than the "Not to Exceed" Total Hourly Rate on the Contract.

8. Prohibition on Leasing/Rental of Equipment/Deferred Payment Requirements:

Contracts awarded as a result of RFP 20191 for Lots 1, 2, and 3 are for the **PURCHASE** of equipment only. Rental/Leasing of equipment shall not be obtained this contract. A contractor may include, for purposes of installation, systems integration, or maintenance, pricing to utilize lifts or bucket trucks for their/their subcontractors' employees performing work, but not for purchase, lease, or rental by authorized users.

A contractor may offer a deferred payment option (installment payments) provided that:

- A. Title shall transfer to the authorized user after the acceptance period (See Below Sec. III), and
- B. Prior to any such agreement, the contractor shall have the following information approved by OGS and added to their NYS Net Pricing Pages:
 - i. The NYS Net Pricing for a Product
 - ii. The Price Per month
 - iii. The fixed percentage/rate of interest per month
 - iv. The price of the interest per month
 - v. The sum of the price per month and the interest price per month
 - vi. The number of months for which interest will be charged
 - vii. The total price of the product (multiplying the sum price by the number of months)
 - viii. The difference between the Total Price of the Product and the NYS Net Pricing

State Agencies should refer to Chapter XI.11.G of the OSC Guide to Financial Operations for additional information. Please see below the following link:

https://www.osc.state.ny.us/agencies/guide/MyWebHelp/#XI/11/G.htm%3FTocPath%3DXI.%20Procurement%20and%20Contract%20Management%7C11.%20Miscellaneous%7C_____6

9. Progress/Milestone Payments:

Authorized Users reserve the right to agree to a Progress/Milestone progress schedule of payments. This schedule must be agreed to prior to the issuance of a purchase order/agreement by the Authorized User.

Even if a Progress/Milestone Payment Schedule is used, final system acceptance and the commencement of the warranty period cannot occur until after the Systems Acceptance Procedures outlined in Sec. IX of this document.

For the purchase of only products, payment shall only occur after BOTH delivery and acceptance of products.

10. Software License Agreements (SLA):

Contractors are not permitted to offer/include, and Authorized Users are not permitted to sign, or agree to any Software License Agreement (or End User License Agreement) for the purchase, maintenance, installation, or systems integration of software for any contract issued under Group 77201-20191 unless it has been reviewed and approved by OGS and/or OSC and posted to the OGS Website. Agreeing to any non-approved Software License Agreement would violate Appendix B.

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How to Use Guidelines:

11. NYS Fire Alarm Security Systems Installer License:

Section 69-M of the General Business Law and Title 19 NYCRR Reg. 195.2 provide that any person engaging in the business of installing, servicing or maintaining security or fire alarm systems must be licensed to do so.

Additional information regarding these requirements may be obtained from the New York State Department of State at:

<http://www.dos.state.ny.us/lcns/professions/sec-fireinstallers/install1.htm>

Contractors awarded Lots 2-5 have provided proof of compliance with these requirements.

12. Regulatory Compliance:

All equipment offered in contract(s) resulting from RFP 20191 must be in compliance with all applicable regulatory rules and standards (e.g. FCC, EIA, UL) that govern operation of the equipment for the entire term of the contract. It is the responsibility of the Contractor to ensure, throughout the term of the contract, their compliance with this section.

13. Note to State Agencies:

When entering transactions into the NYS Statewide Financial System (SFS), New York State Agencies should:

- A. Verify if "Service Contract" is "Maintenance" (see Sec. X) or "Installation/Integration" (see Sec. III of this document), and
- B. Note Any Progress/Milestone Payments or Retainage included (See Sec. IV of this document).

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How to Use Guidelines:

II. Prevailing Wage Rates:

1. Effective August 27th, 2017, for all projects/work, (NYS Department of Labor DOL) is now requiring that Authorized Users MUST obtain a separate PRC # for each purchase from this contract where prevailing wage rates apply. The PRC # provided for the Security and Facility Contract is for informational purposes and for use by OGS in managing the Centralized Contract.
2. NYS DOL has determined that any job title/associated descriptions of duties which involves performing onsite programming, commissioning, integrating, network engineering, systems acceptance testing, etc. of products/systems which are hardwired/affixed to buildings is now classified as Public Work and therefore requires the payments of NYS DOL Prevailing Wage Rates and Supplemental Benefits.

Note: Onsite includes an employee working from a workstation, lap, etc., even if they are in a separate portion of the building/facility, but nonetheless “working on” or “acting on” products/systems which are hardwired/affixed to the building.

This provision applies to all contractors under award 20191. Authorized Users are responsible for complying with this provision of the contract.

3. Authorized Users are required to receive Certified Payrolls prior to payment from contractors for all of their employees and subcontractors who are performing work which is classified as Public Work and therefore requires the payment of Prevailing Wage Rates and Supplemental Benefits.
4. Worker Notification:
Labor Law § 220(3-a) (a)(ii) requires Contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage rate* for their particular job classification *on each pay stub**. It also requires Contractors and subcontractors to *post a notice* at the beginning of the performance of every public work Contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule and may be downloaded from www.labor.state.ny.us or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

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How to Use Guidelines:

III. Compliance with Applicable Laws, Codes, Rules, and Regulations:

1. Authorized users must comply with the following requirements under New York State Law:
 - a. Identification of legal authority for system installation (i.e.: installation work is regulated by statute and not all agencies are authorized to perform such work).
 - b. Payment of applicable Department of Labor Prevailing Wage Rates under Article 8 Labor Law.
 - c. Compliance with state and local building codes. For each project undertaken, State Agencies must obtain a Construction Permit and an eventual Code Compliance Certificate from a Construction Permitting Agency. In accordance with NYCRR Title 19 Part 1204.16, such agencies are so designated by the Department of State. Authorized Users, other than State Agencies, must obtain Construction Permits and Certificates of Code Compliance from the local building department having jurisdiction.
 - d. Plans and specifications that are certified and stamped by a NYS licensed architect or engineer.
 - e. In OGS Buildings, obtain an approval from the appropriate Building Manager.
2. Any contractor who feels that an authorized user is requiring them to perform work which is in violation of the aforementioned requirements must notify OGS Procurement Services immediately and cease to perform any work pending review and determination by OGS Procurement Services.

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How to Use Guidelines:

IV. Front-End Documents:

1. For installation/integration projects, Authorized Users may have specific documents which address the conditions and requirements of the project. These include, but are not limited to:
 - A. Progress/Milestones for completion/payment
 - B. Staging/Mobilization Requirements
 - C. Retainage
 - D. Performance/Payment Bonds for both the contractor and (if applicable) subcontractors
 - E. Coordination with other contractors/authorized user staff
 - F. As-Built Document Requirements

OGS is collectively referring to these as "Front End Documents."

2. Appendix B, Clause 26 of the Contract allows contractors to provide/agree to

The Contractor may, however, offer any Authorized User more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User and Commissioner by the Contractor at the time of such offer.

Please Note: Under no circumstances can authorized users agree to terms and conditions which diminish or impair the terms and conditions of this contract.

3. To facilitate this, when issuing a final purchase order/agreement, an Authorized User may either:
 - A. Incorporate their Front End Documents into an Agreement, or
 - B. Affix their Front End Documents to the Purchase Order.
4. Once incorporated into the agreement/affixed to the purchase order, these Front-End Documents are part of the "contract" between the authorized user and state agency made under the centralized contract and are binding on the contractor.
5. Contractors are not permitted to charge more than the "Not to Exceed" pricing on the contract to comply with these Front End Documents. However, an authorized user must provide these Front End Documents and indicate these will be included prior to the issuance of an agreement/purchase order so the contractor can prepare their proposal accordingly.

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How to Use Guidelines:

V. MWBE Utilization:

Note: The provisions of this section related to MWBE Utilization Goals only apply to those entities covered by Article 15-A of the Executive Law (see below):

[http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO:](http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO)

1. New York State Law:

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”), the New York State Office of General Services (“OGS”) is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of OGS contracts.

2. General Provisions:

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. Contractors have agreed, in addition to any other nondiscrimination provision of the Contract, and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for MWBEs. Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State, or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause 9 of this section, and/or enforcement proceedings as allowed by the Contract and applicable law.

3. Equal Employment Opportunity (EEO):

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the “Work”) except where the Work is for the beneficial use of the Contractor.
 1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.
 2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor’s equal employment

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How to Use Guidelines:

opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

B. Form EEO 100 - Staffing Plan

To ensure compliance with this section, Contractor have agreed to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

C. Form EEO 101 - Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services")

1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.
2. Separate forms shall be completed by Contractor and all subcontractors.
3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

D. Contractor shall comply with the provisions of the Human Rights Law and all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. Contract Goals:

- A. OGS has established an overall goal of 20% for MWBE participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and/or WBE participation for subcontracting and supplies acquired under the Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause 4-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address:
<https://ny.newnycontracts.com/FrontEnd/SupplierSearchPublic.asp?TN=ny&XID=2528>. [The MWBE Regulations are located at 5 NYCRR §§ 140 – 145](#). Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Minority- and Women-Owned Business Enterprises. Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

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How to Use Guidelines:

- C. Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause 7 below).

5. MWBE Utilization Plan:

- A. In accordance with 5 NYCRR § 142.4, Contractors have submitted completed Utilization Plans on Form MWBE 100 to OGS.
- B. The Utilization Plans list the MWBEs the contractors intend to use to perform the Contract, a description of the Contract scope of work the contractor intends the MWBE to perform to meet the goals on the Contract, and the estimated or, if known, actual dollar amounts to be paid to an MWBE. By signing the Utilization Plan, contractors acknowledged that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by New York State Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.
- C. By entering into the Contract, Contractors understand that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. When an MWBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE.
- D. Contractors have certified that they will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause 4-A of this Section.
- E. Contractors further agreed that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

6. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Contractor shall speak to the Designated Contacts of the OGS Office of Minority- and Women-Owned Business Enterprises for guidance.
- B. In accordance with 5 NYCRR § 142.7, a Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause 7 below, may submit a request for a partial or total waiver on Form BDC 333, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses 5(C), (D) & (E) will apply. If the documentation included with the Contractor’s waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.
- C. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.

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- D. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports, determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE contract goals.

7. Required Good Faith Efforts

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- i. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
- ii. A list of the certified MWBEs appearing in the Empire State Development (“ESD”) MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- iii. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
- iv. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
- v. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
- vi. Other information deemed relevant to the request.

8. Monthly MWBE Contractor Compliance Report

- A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month’s activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System (“NYSCS”) to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.
- B. When a Contractor receives a payment from a State agency, it is the Contractor’s responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification (“audit notice”) indicating that a representative of its company needs to log-in to the NYSCS to report the company’s MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor’s responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.
- C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the

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NYSCS: “Introduction to the System – Vendor training” and “Contract Compliance Reporting - Vendor Training” to become familiar with the NYSCS. To view the training schedule and to register visit: <https://ny.newnycontracts.com/events.asp>

- D. As soon as possible after the Contract is approved, Contractor should visit <https://ny.newnycontracts.com> and click on “**Account Lookup**” to identify the Contractor’s account by company name. Contact information should be reviewed and updated if necessary by choosing “**Change Info**.” It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through “**Request New User**.” When identifying the person responsible, please add “- **MWBE Contact**” after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for “**Contact Us & Support**” then “**Technical Support**” on the NYSCS website.
- E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month’s activity to: OGS MWBE Office, 29th Floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.
- F. It is the Contractor’s responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages provisions in clause 9 below.

9. Breach of Contract and Liquidated Damages

- A. Where OGS determines that the Contractor is not in compliance with the requirements of this Contract, and the Contractor refuses to comply with such requirements, or if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, the Contractor shall be obligated to pay liquidated damages to OGS.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. If OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by OGS, Contractor shall pay such liquidated damages to OGS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women’s Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

10. Fraud:

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD’s Division of Minority and Women’s Business Development at (855) 373-4692.

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VI. Insurance Coverages Verified by OGS:

1. Contracts awarded as a result of RFP 20191 contain certain insurance requirements.

OGS is requiring contractors to provide certain documentation to demonstrate proof of compliance with these requirements. While not listed on the OGS website, OGS is verifying all of the following coverages on behalf of all authorized users.

2. Authorized Users reserve the right to:
 - A. Require Additional Insurance Coverages/Higher Limits based on the particular procurement
 - B. Require any supporting documentation (e.g. Policy Document) to verify information
3. Actual Insurance Verified by OGS:
 - A. The following is a summary of the insurance coverage verified by OGS

Type/Coverage	Limits	Scope of Coverage
Commercial General Liability (All Lots)	<ol style="list-style-type: none"> 1. General Aggregate \$2,000,000 2. Products – Completed Operations Aggregate \$2,000,000 3. Personal and Advertising Injury \$1,000,000 4. Damage to Rented Premises \$50,000 5. Medical Expense 6. Each Occurrence \$2,000,000 	<ol style="list-style-type: none"> 1. Premises liability; 2. Independent contractors; 3. Blanket contractual liability, including tort liability of another assumed in a contract; 4. Defense and/or indemnification obligations, including obligations assumed under this contract; 5. Cross liability for additional insureds; 6. Products/completed operations for a term of no less than three (3) years, commencing upon acceptance of the work, as required by the contract; 7. Explosion, collapse and underground hazards; and 8. Contractor means and methods. 9. Additional Insured Endorsement coverage for all state agencies and authorized users 10. Waiver of Subrogation for all state agencies and authorized users
Business Automobile (All Lots)	\$2,000,000.00 each accident \$2,000,000.00 in the aggregate	<ol style="list-style-type: none"> 1. Additional Insured Endorsement coverage for all state agencies and authorized users 2. Waiver of Subrogation for all state agencies and authorized users 3. Required for all contractors except where NYS DMV does not require license nor where

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Professional Liability/Errors & Omissions (All contractors awarded Lots 2-5)	\$2,000,000.00 each occurrence \$2,000,000.00 in the aggregate	Where the policy is a Claims-made, the contractor has provided OGS with a three (3) year Extended Reporting Period (ERP) endorsement extending the coverage period of the contract.
NYS Workers Compensation Insurance (All Lots)	As required by Statute	All entities except those expressly exempt.
NYS Disability Benefits Coverage (All Lots)	As required by Statute	All entities except those expressly exempt.

- B. For the Additional Insured Endorsement, OGS has obtained:
 - i. The Actual Endorsement/Policy Provisions, and
 - ii. Language covering all state agencies and authorized users as additional insured.

- C. For the Waiver of Subrogation Endorsement, OGS has obtained:
 - i. The Actual Endorsement/Policy Provisions, and
 - ii. Language covering all state agencies and authorized users as additional insured.

- D. For the Workers Compensation and Disability Benefits Certificates, NYS has obtained the statutory Certificates as required by Law.

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VII. Authorized User Additional Insurance Verification:

All contractors are required to obtain and maintain the insurance coverages listed in Section V of this document. However, contractors are only required to obtain certain insurance at the time of Purchase, unless OGS has previously determined and received the necessary Proof of Insurance Coverage. The following insurance coverages may be required by Authorized Users at the time of purchase and are the responsibility of the Authorized User to ensure the contractor (or subcontractor) complies.

1. **Technology Professional Liability/Technology Errors and Omissions:**

Where the contractor or subcontractor is providing Computer Related Services (see below) which fit the scope of RFP 20191 (integrated with a physical security and facility system or public safety/law enforcement communication system), contractor or subcontractor shall obtain and maintain Technology Professional Liability Technology Errors and Omissions in the amount of not less than \$2,000,000 for damages arising from computer related services including the following: consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, or other support services, any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold.

2. **Pollution Legal Liability**

If the work to be performed involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any pollutants, which includes but are not limited to, petroleum, petroleum product, hazardous material or substance including asbestos, lead, fungus and those as defined by applicable State and federal laws and regulations, the Contractor shall procure, or otherwise obtain through an approved subcontractor, and maintain in full force and effect throughout the term of the Contract, and for two years after completion hereof, pollution legal liability insurance with limits of not less than \$5,000,000.00 providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the People of the State of New York, its officers, agents, and employees and all Authorized Users of any Contract resulting from this solicitation or arising from Contractor's work. The People of the State of New York, its officers, agents, and employees and all Authorized Users of any Contract resulting from this solicitation shall be named as additional insured and coverage shall be primary.

This requirement applies to mold as well, if excluded in the commercial general liability policy. If automobiles are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48 03 06 or CA 00 12 03 06) as well as proof of MCS 90.

3. **Railroad Protective Liability:**

When Work involves construction or demolition within 50 feet of rail stations, yards, tracks, or other railroad property, the contractor must delete the exclusion for work done within 50 feet of railroad property (the Railroad exclusion).

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VIII. System Acceptance/Acceptance Testing:

The State defines system acceptance as the “problem free” operation of a system/solution* after it is fully furnished** for a consecutive 30 Day period commencing with the first day of business after the system/solution is fully operational. At that point, the authorized user reserves the right to test for up to 30 calendar days. Should the equipment fail to operate “problem free” during the 30 Day acceptance period, the Contractor will correct the problem at no cost to the authorized user and the 30 Day acceptance period will begin again. “Problem free” operation applies to ALL components of the system/solution provided by the contractor but does not include problems caused by the failure of any authorized user provided premise infrastructure, failure of any authorized users provided interface or systems or erroneous software/system programming by the authorized user.

An authorized user has the discretion to increase the 30 day acceptance period. At the conclusion of the Acceptance Testing Period, the authorized user may accept the system and notify the Contractor. Upon receipt of notification of acceptance by an authorized user payment may be made and any system warranty can commence.

The contractor must, if requested by the authorized user, provide performance criteria for acceptance testing.

The Contractor must perform at the request of the authorized user or as required by applicable laws or Building Code requirements, an acceptance test which simulates the normal operating conditions of the installed equipment, system, or solution. This test must comply with all applicable Building Code or Industry Standard requirements as applicable to ensure proper performance of the system/solution by the authorized user.

Authorized users reserve the right to require additional performance and acceptance testing standards at the time of purchase. The authorized user must identify such requirements in the purchase order to the Contractor.

In the event the Authorized User runs their own testing on the Product(s) provided by Contractor prior to acceptance, authorized users shall specific such tests and data sets to be authorized user. Where using its own data or tests, Authorized User must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, and shall be made part of the Contractor’s standard documentation. The test data shall remain accessible to the Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within the specified acceptance period, and the Contractor or Product is responsible for the delay, Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional thirty (30) day increment. Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

If the Authorized User elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have thirty (30) days to correct the deficiency, and the Authorized User shall have an additional sixty (60) days to evaluate the Product as provided herein. If the Product does not meet the specifications at the end of the extended testing period, Authorized User, upon prior written notice to Contractor, may then reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by the Authorized User to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the Authorized User’s agents or employees. Said costs shall be limited to the amounts set forth in the Limitation of Liability Clause for any liability for costs incurred at the direction or recommendation of Contractor. When

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Product is not accepted, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of non-acceptance by the Authorized User. Rejected items not removed by the Contractor within the ten calendar day period shall be regarded as abandoned by the Contractor and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any costs incurred in storage or effecting removal or disposition after the ten calendar day period.

*Note: "System/Solution" for this section shall mean, without limitation, all components of a physical security and facility system and solution provided under this contract by a contractor, including, but not limited to all products, installation labor, systems integration, and post-warranty remedial maintenance (see Contract Award Notification for the warranty provisions of the contracts). Products shall include, but not be limited to wiring, conduit, piping, ductwork, mounting racks/equipment, all hardware, software, sensing equipment, etc. provided, installed, and integrated by the contractor. This includes products, installation, and integration provided by subcontractors and for remedial maintenance as defined in the "Remedial Maintenance" in Sec. X.2 of this document for any equipment repaired or replaced. Please also see Sec. IX of this Document for the Warranty Provisions.

**Note: "Fully furnished" for this section shall mean that all products/materials have been provided, all installation labor/services performed, all systems integration (including, but not limited to programming, engineering, commissioning, etc.) and, for remedial maintenance as defined in II.9.4 of RFP 20191 and Sec. X of this document.

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IX. Warranty Provisions:

1. Appendix B, Clause 54, and Sec. II. of RFP 20191, requires the contractor include, at no extra charge, certain warranties. These warranties CANNOT be charged for as they are included in the NYS Net Pricing/Total Hourly Rates/Subcontractor Markups.
2. ALL Purchases of either Products or Services are covered by the provisions of Appendix B, Clause 54. Depending on how the authorized user utilizes the contract, they will receive one of the following warranties for the purchase of new products, installation, and systems integration:
 - A. When a contractor either:
 - i. only products (product only purchase), or
 - ii. only provides installation/systems integration ("work" - either installation only, systems integration only, or installation/systems integration only) from a contractor, the authorized user only receives a warranty on either the products purchased or work performed, but not both.
 - B. When a contractor both provides products and perform the installation/integration using the same contract, BOTH the labor and materials (including, but not limited to any subcontractors) are covered by these warranty provisions.
3. The minimum required timeframe for any warranty is either:
 - A. The contractor's, third-party software vendor, or manufacturer's standard commercial warranty period from the date of acceptance, or
 - B. One (1) year from the date of acceptance,

Whichever is longer.

Please see Section VII. System Acceptance/Acceptance Testing of this document for Information Regarding System Acceptance.

4. To determine the length of a warranty for products purchased/services performed, OGS has included a column labeled "Warranty Period - # of year(s) after acceptance as required by Appendix B, Clause 54" and listed the length of the warranty period (# of years) from the date of acceptance. This is automatically included in the NYS Net Pricing/Total Hourly Rates.
5. Contractors can always offer better warranty provisions (e.g. a five-year warranty instead of a three-year warranty), but they still cannot charge more than the "Not to Exceed" NYS Net Pricing/Total Hourly Rate.
6. Here are the specific provisions of Appendix B, Clause 54:

a. Product Performance Contractor hereby warrants and represents that the Products acquired by the Authorized User under this Contract conform to the manufacturer's specifications, performance standards and Documentation and that the Documentation fully describes the proper procedure for using the Products.

b. Title and Ownership Contractor warrants and represents that it has (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver specified license rights to any Products acquired by Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor shall indemnify Authorized Users and hold Authorized Users harmless from any damages and liabilities (including reasonable attorneys' fees and costs) arising from any breach of Contractor's warranties as set forth herein.

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c. Product Warranty Contractor further warrants and represents that Products, components or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be substantially free from defects in material and workmanship and will conform to all requirements of the Contract for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one year from the date of acceptance, whichever is longer (the "Product warranty period").

During the Product warranty period, defects in the materials or workmanship of Products, components, or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Product warranty period for individual Products, or for the system as a whole, as applicable, by the cumulative periods of time, after notification, during which an individual Product, or the system as a whole, requires repairs or replacement resulting in down time or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Any component or part replaced by the Contractor under the Contract warranties shall be guaranteed for the greater of: (i) the Product warranty period set forth herein; or (ii) the manufacturer's standard commercial warranty period offered for the component or part, if applicable.

All costs for materials, labor, and transportation incurred to repair or replace Products, parts, components, or systems as a whole during the warranty period shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor.

Where Contractor, the Third-Party Software vendor, or other third-party manufacturer markets any Product delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the Product warranty and extended warranty periods. Where such standard commercial warranty covers all or some of the Product warranty or extended warranty periods, Contractor shall be responsible for the coordination during the Product warranty or extended warranty periods with Third-Party Software vendor or other third-party manufacturers for warranty repair or replacement of Third-Party Software vendor or other third-party manufacturer's Product.

Where Contractor, Third-Party Software vendor, or other third-party manufacturer markets any Product with a standard commercial warranty that goes beyond the Product warranty or extended warranty periods, Contractor shall notify the Authorized User and pass through the standard commercial warranty to Authorized User at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the standard commercial warranty after expiration of the Product warranty and extended warranty periods.

Unless recycled, recyclable, or recovered materials are available in accordance with the Remanufactured, Recycled, Recyclable, or Recovered Materials clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered. Contractor further warrants and represents that no component or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor shall not be responsible for any modification of the Products made by an Authorized User without Contractor's approval.

d. Virus Warranty The Contractor represents and warrants that any Product acquired under the Contract by the Authorized User does not contain any known Viruses. Contractor is not responsible for Viruses introduced at an Authorized User's Site.

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e. Date/Time Warranty Contractor warrants that Product furnished pursuant to this Contract shall, when used in accordance with the Product Documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: (i) consulting, integration, code or data conversion, (ii) maintenance or support services, (iii) data entry or processing, or (iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

f. Workmanship Warranty Contractor warrants that the services acquired under this Contract will be provided in a professional and workmanlike manner in accordance with the applicable industry standards, if any. The Authorized User must notify Contractor of any services warranty deficiencies within 90 calendar days from performance of the services that gave rise to the warranty claim.

g. Survival of Warranties All warranties contained in this Contract shall survive the termination of this Contract.

h. Prompt Notice of Breach The Authorized User shall promptly notify the Contractor and the Commissioner in writing of any claim of breach of any warranty provided herein.

i. Additional Warranties Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties than those set forth herein, Contractor shall offer or pass through any such warranties to Authorized Users.

j. No Limitation of Rights The rights and remedies of the State and the Authorized Users provided in this clause are in addition to and do not limit any rights afforded to the State and the Authorized Users by any other clause of the Contract.

Please Note: Sec. II of RFP 20191 includes software as "products" for the purposes of the warranty provisions.

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X. Maintenance Provisions:

Contracts awarded for Lots 2 and 3 include the offering of Maintenance Services. "Maintenance" is distinct from the Warranty Provisions listed in Sec. IX of this document.

In accordance with Sec. II.9 of the contract and Sex. X.11.D of the OSC Guide to Financial Operations (see below):

<https://www.osc.state.ny.us/agencies/guide/MyWebHelp/#XI/11/D.htm%3FTocPath%3DXI.%20Procurement%20and%20Contract%20Management%7C11.%20Miscellaneous%7C3>

There are two (2) primary types of maintenance:

1. Preventative Maintenance:

A. Preventative Maintenance covers including, but not limited to:

- i. Testing
- ii. Inspecting
- iii. Cleaning
- iv. Software Updates/Patches
- v. Scheduled repairs/replacements

B. Depending on how Preventative Maintenance requested and accepted by the authorized user, the following information is required:

- i. Only on a time and material basis
- ii. On a combination monthly basis (including monthly in arrears) for the materials and a time basis for the labor
- iii. On a monthly basis (including monthly in arrears)
- iv. On a prepaid annual basis (Note: Contractors must offer Authorized Users an initial 10% discount off of the "Not to Exceed" NYS Net Pricing and Total Hourly Rates).

C. The authorized user must have the contractor:

- i. Itemize their proposed quote to show:
 - a. Job Titles to be utilized
 - b. Description of Duties of the Job Title from the Centralized Contract
 - c. Total Hourly Rates to be charged
 - d. # of Hours Worked/Proposed to be Worked
 - e. (If applicable) Material Pricing on contract
 - f. Frequency (e.g. semi-annually, monthly, weekly, etc.)
 - g. (if applicable) # of locations (e.g. multiple sites)
- ii. Demonstrate Reasonableness of Price by providing:
 - a. Request the selected Vendor to provide you with lower pricing than the "Not to exceed" pricing on their contract or demonstrate why it can't offer lower pricing than the "Not to Exceed" NYS Net Pricing/Total Hourly Rates, and
 - b. Require the selected Vendor to provide you with comparable pricing the Contractor has offered to and been accepted by a similarly-situated customer, preferably a competitively awarded, within the past two (2) years.

Note: Sec. X.1.C.ii is not mandatory if the authorized user has received multiple quotes from different contractors for the maintenance.

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Authorized Users cannot agree to any maintenance proposal unless of all of this information is provided.

2. Remedial Maintenance:

- A. Remedial Maintenance involves either:
 - i. Repair, or
 - ii. Replacement (using similar items)Of previously installed/accepted products in the event that the products malfunctions/ .

During the warranty period described in Sec. IX of this document, ALL Remedial Maintenance Costs are covered during the warranty period (see Notes in this section regarding)

In accordance with Sections I and II of this document, Authorized Users have the responsibility of determining whether the work they are performing is “remedial maintenance” or installation/integration. Authorized Users must consult with their applicable Permitting Authority/Code Enforcement Office as to the distinction.

- B. Remedial Maintenance may be acquired either:
 - i. Only on a time and material basis
 - ii. On a combination monthly basis (including monthly in arrears) for the materials and a time basis for the labor
 - iii. On a monthly basis (including monthly in arrears)
 - iv. On a prepaid annual basis (Note: Contractors must offer Authorized Users an initial 10% discount off of the “Not to Exceed” NYS Net Pricing and Total Hourly Rates).
- C. Whenever an authorized users enter into any maintenance agreement under this contract, the contractor automatically becomes responsible for the performance of remedial maintenance. This is in the case even if:
 - i. There is no pricing specified (in which case Remedial Maintenance is handled on a Time & Material Basis at or below the Not-to-Exceed Rates on the Contract)
 - ii. There is no reference to remedial maintenance

Authorized Users cannot waive the Remedial Maintenance and Remedial Maintenance Response Requirements listed in Section VIII.3 of this document.

- D. The authorized user must have the contractor:
 - i. Itemize their proposed quote to show:
 - a. Job Titles to be utilized
 - b. Description of Duties of the Job Title from the Centralized Contract
 - c. Total Hourly Rates to be charged
 - d. # of Hours Worked/Proposed to be Worked
 - e. (If applicable) Material Pricing on contract
 - f. Frequency (e.g. semi-annually, monthly, weekly, etc.)
 - g. (if applicable) # of locations (e.g. multiple sites)
 - ii. Demonstrate Reasonableness of Price by providing:
 - a. Request the selected Vendor to provide you with lower pricing than the “Not to

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exceed" pricing on their contract or demonstrate why it can't offer lower pricing than the "Not to Exceed" NYS Net Pricing/Total Hourly Rates, and

- b. Require the selected Vendor to provide you with comparable pricing the Contractor has offered to and been accepted by a similarly-situated customer, preferably a competitively awarded, within the past two (2) years.

Note: Sec. X.2.D.ii is not mandatory if the authorized user has received multiple quotes from different contractors for the maintenance.

3. Remedial Maintenance Response Requirements:

Whether an Authorized User elects to subscribe to monthly maintenance, prepaid annual maintenance, or Time and Materials (T&M) maintenance, remedial maintenance shall be performed after the Authorized User notifies the Contractor that the equipment is inoperable or unsuitable for operation. Service for each request must be provided by the contractor in accordance with the following:

- A. Priority Emergency Service - A "Priority Emergency" is a situation involving a major malfunction of the security products or system service, which is defined as the inability of 10% or more of the security products or systems (including, but not limited to: security cameras, fire alarms and the software for the same) to not operate correctly. The Contractor shall respond* in Priority Emergencies within two (2) continuous hours following notification by the Authorized User. Authorized Users reserve the right to require a more stringent definition of a Priority Emergency at time of purchase.
- B. Emergency Service - An "Emergency" is a situation involving a "critical" System failure in the opinion of the Authorized User. The Contractor shall respond* in Emergencies within three (3) continuous business hours after Authorized User notifies Contractor of the emergency.
- C. Non-Emergency Service - A "Non-Emergency" is a situation involving a System failure of a scope less than that described for an Emergency. The Contractor shall respond* in Non-Emergencies within six (6) continuous business hours after Authorized User notifies Contractor of the malfunction.

***"Respond" (for Sec. II.9.4 of RFP 20191 and Sec. VIII.2 and VIII.3 of this document)** shall be when the contract holder commences performing remedial maintenance. "Commence Performing" is when a qualified and prepared technician is actually working on, examining, or in some way servicing the system with a malfunction to attempt to correct the problem. **Scheduling, simply returning a phone call, having an untrained representative/unprepared technician arrive on site, etc. do not constitute meeting the Response Time Requirements.**

The above response limitation includes travel time. Remedial maintenance must be available twenty-four hours per day, seven days per week, including New York State legal holidays.

If the Contractor does not perform according to the contract, the Authorized User reserves the right to contract with another maintenance company. The difference in cost, if any, between the two will be borne by the Contractor under this award utilized by the authorized user. If the Contractor subcontracts any portion of the service, the subcontractor must be approved by OGS.

The requirements of this section (Sec. II.9.4 of RFP 20191 and Sec. X of this document) shall apply to contractors during the warranty period required by Appendix B, Clause 54 (Sec. Sec. IX of this document), when the contractor has provided the products, installation, and systems integration.

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4. Purchase of Maintenance for Products/Systems Purchased Outside of Award 20191:

In addition, maintenance services for systems/equipment not purchased from contracts established for Security & Facility Systems & Solutions as a result of RFP 20191 may be purchased from bidders awarded contracts for LOTS 2 and 3 under the following conditions:

- A. Authorized Users are allowed to purchase replacement parts and either hourly/monthly maintenance for systems/equipment purchased outside of the Award 20191, if the replacement parts and hourly/monthly maintenance rates for the systems/equipment are on the Contractor's NYS Net Pricing Pages. See bullet # 3.
- B. Authorized Users are allowed to purchase Time and Material maintenance for any products offered by a contractor (requiring a Manufacturer's Guarantee/Distributor's Guarantee) for all products not manufactured by the contractor), provided the product is on the contractor's NYS Net Pricing. See bullets # 3 and # 4.
- C. Contractors are required to establish "Not to Exceed" maintenance rates at or below the rates listed on their NYS Net Price Sheets and add to the contract prior to sale via the contract update procedures.
- D. Where a particular product (model/line item) is no longer commercially-available (discontinued), the contractor shall submit a contract update to OGS to remove this and add the new commercially-available product.
- E. Contractors are not obligated to provide the Authorized Users maintenance service for systems/equipment not purchased from the NYS Security & Facility Systems & Solutions Contracts.
- F. The Contractor will inspect the system/equipment to make a determination as to whether or not they wish to provide the Authorized User maintenance. *Any rates for the inspection service will be at or below the hourly or per inspection rates listed on the Contractors' NYS Net Price Sheets.* Contractors may refuse to offer maintenance on previously purchased equipment, *due to age, condition, availability of parts, etc.*
- G. The availability of maintenance services for systems/equipment not purchased from contracts for Security & Facility Systems & Solutions established as a result of RFP 20191 will end at the same time as the maintenance contracts for systems/equipment purchased under Award 20191.

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XI. Contract Updates:

1. Overview:

- A. The purpose of this section is provide authorized users and contractors with an overview of the contract update process. This is a high-altitude summary. OGS will have a more detailed conversation with contractors.
- B. Definitions:
As used in this section of the document, the following terms mean the following:
- i. **Contractor or Contract Holder** means an entity which holds a specific contract (e.g. PT----- under Group 77201, Award 20191).
 - ii. **Contractually-Approved Established Pricing Structure (percent (%) discount from List Price/MSRP)** means the fixed formula used to calculate the “Not to Exceed” NYS Net Pricing for a given product line (or subcategory of a product line) whereby the List Price/MSRP is reduced by a certain percent discount for each line item.
 - iii. **Distributor (Dist.)** means an entity which is not a manufacturer, but commercially offers products to third party integrators/installers. A contractor under awarded Lots 2-5 CANNOT be a distributor for purposes of this contract.
 - iv. **Distributor’s Guarantee (Dist. Guar. D3)** means the form whereby a distributor guarantees to NYS certain product lines for the contractor who then adds these guaranteed product lines to their contract if the contractor is awarded:
 - a. Lot 2
 - b. Lot 3
 - c. A Combination of Lot 1 and either Lots 4 or 5.
 - v. **Distributor’s Guarantee (Dist. Guar.) List of Product Lines** means a form which accompanies and references a Distributor’s Guarantee and lists the specific product lines (brands) a Distributor is guarantee to NYS for a contractor.
 - vi. **Distributor’s Guarantee (Dist. Guar.) Updated List of Product Lines** means a form where a distributor would sign if they wished to update/expand/revise the list of product lines they’re previously executed Distributor’s Guarantee will guarantee to NYS for a particular contractor.
 - vii. **Existing Distributor** means a Distributor which has previously executed a Distributor’s Guarantee and/or Certificate and an accompanying Dist. Guar. (D3) List of Product Lines for a particular centralized contract (PT-----).
 - viii. **Existing Product Line** means a product line which a contractor has previously submitted to OGS and received approval from OGS to offer this on its particular centralized contract (PT--- --). A product line is not an “Existing Product Line” for Contractor A if the product line is only offered on Contractor B’s pricing.
 - ix. **Manufacturer (Mfr.)** means a firm which is an Original Equipment Manufacturer (OEM) for a particular product line(s).
 - x. **Manufacturer’s Guarantee (Mfr.’s Guar., D1)** means a form where a manufacturer guarantees to NYS for a particular contractor to offer (add) the manufacturer’s product line on the contractor’s contract if the contractor is awarded:
 - a. Lot 2
 - b. Lot 3
 - c. A Combination of Lot 1 and either Lots 4 or 5.

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- xi. **Manufacturer's Suggested Retail Price(MSRP)/List Price (List Price/MSRP)** means the recommended price at which a manufacturer or Distributor recommends all installers/integrators to sell products at commercially.
- xii. **MSRP Spreadsheet or File** means the document, file, spreadsheet, etc. prepared by the manufacturer/distributor and sent to the contractor, which the contractor uses to develop its NYS net Pricing Pages.
- xiii. **New Distributor** means a Distributor which has not previously executed a Distributor's Guarantee and/or Certificate and an accompanying Dist. Guar. (D3) List of Product Lines for a particular centralized contract (PT-----).
- xiv. **New Product Line** means a product line which is not an approved product line on a particular contract (e.g. contract PT-----). Even if another contractor offers this product line, whenever another contractor requests to add this to their contract, it is a "new product line."
- xv. **New Labor Rate** means a labor rate which is not an approved labor rate on a particular contract (e.g. contract PT-----). Even if another contractor offers this labor, whenever another contractor requests to add this to their contract, it is a "new labor."
- xvi. **"Not to Exceed"** means authorized users cannot pay more than the dollar value listed on the centralized contract, but can always receive a lower price than the not-to-exceed price.
- xvii. **"NYS Net Pricing Pages"** means the spreadsheets developed by OGS and completed by the contractor which includes all pricing, including, but not limited to, "Not to Exceed" Pricing and "Not to Exceed" Total Hourly Rates and any other quantifiable defined not-to-exceed pricing. This file is published by OGS on its website.
- xviii. **Product Line** means a brand or manufacturer's offering which is marketed with a specific name (e.g. pelco).

Note: Some manufacturer's manufacturer multiple product lines (e.g. Honeywell, Notifier, Firelite, etc.). In this case, the "product line" is only the specific brand (e.g. Notifier), not all products manufactured by ultimate parent entity (e.g. Honeywell).
- xix. **"Quantifiable defined not-to-exceed price"** means that there is a definitive, published price, for a specific product, service, labor, or action, with a defined parameter, which includes shipping, handling, freight, travel, living, lodging, per diem, meals site access (access to and from a facility), etc. NYS Net Pricing, Total Hourly Rates, and Subcontractor Markups are examples of quantifiable defined not-to-exceed pricing.
- xx. **Subcontractor** – See above Sec. I.
- xxi. **Value Added Reseller (VAR)** – See above Sec. I.
- xxii. **VAR Agreement (VAR AGR.)** means the document provided by OGS to any contractor ONLY awarded Lot 1 Product only which any Value-Added Reseller and the contractor must complete, sign, and return to OGS. It prohibits the VAR from performing any installation, systems integration, and maintenance.

- C. Contracts awarded as a result of RFP 20191 include provisions for contract updates. These are also referred to as "Auto Adds/Auto Add Updates," and "Regular Adds/Regular Add Updates."

Below is a table of Auto Add Updates and Regular Add Updates summarizing the following terms:

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- i. "Action" which means the specific contract update which is requested.
- ii. "Contract Update Type" which means whether this is an "Auto Add" or "Regular Add" update.
- iii. "Approval Required" which means which agency approvals are required, namely OGS and/or OSC.

Action	Contract Update Type	Approval Required	Additional Note:
Update existing product line: a. Add new items b. Deleting discontinued items c. Updating (increasing or decreasing) MSRP-Based pricing	Auto Add	OGS	This section refers to a product line already on a particular vendor's contract. The "Pricing" only refers to the "List Price/MSRP" for an item, not the percent discount, which cannot be decreased.
For contractor awarded Lots 1, 2, or 3, adding a new product line or removing an existing product line	Auto Add	OGS	This involves the addition or deletion of a product line to the contract (e.g. adding or removing Pelco)
For Contractors awarded Lots 2, 3, 4, or 5, adding a removing a labor rate	Auto Add	OGS	This involves the additional or deletion of a new labor rate (e.g. adding or removing a network engineer)
For Contractors awarded Lots 2, 3, 4, 5, updating (increasing/decreasing) the total hourly rates for job titles either: a. Included in an NYSDOL Prevailing Wage Rate Schedule b. Updates to the Hourly Rates on a GSA Schedule, or c. If neither A or B, based on either the Consumer Price Index (CPI) all urban consumers less food, energy, and housing, or 5% per year, whichever is less.	Auto Add	OGS	Contractors can only offer higher rates (e.g. increase maintenance pricing) based on contract updates which are approved by OGS. In other words, any increase to the total hourly rate charged to an authorized user is only authorized if the "Not to Exceed" Total Hourly Rate increase is approved by OGS.
Adding or Removing a Subcontractor	Auto Add	OGS	All subcontractors must be pre-approved by OGS and added to the contract. In addition, OGS will perform Vendor Responsibility Reviews on for any subcontractor with state sales over \$100,000 as determined in Sec. XI of this document.
For Contractors ONLY awarded Lot 1 Product only, adding or removing a Value-Added Reseller	Auto Add	OGS	This only applies to contractors only awarded Lot 1 Lot 1 Product Only. A contractor awarded
Expanding an existing contract to add a new Lot/Region	Regular Add	OGS & OSC	This can only occur at the time of a Periodic Recruitment.
Reducing an approved-established percent discount for products	N/A - Not Permitted	N/A - Not Permitted	Once established and approved, a percent discount cannot be reduced for the life of contract under any circumstances.

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- D. ALL Auto Adds and Regular Adds MUST be approved by OGS. Regular Adds must also be approved by OSC and can only occur at the time of the issuance of a Periodic Recruitment.
- E. Contractors are responsible for working with OGS Procurement Services to ensure their contract pricing information is current.
- F. Contractors are responsible for ensuring all required information is provided in the format proscribed by OGS Procurement Services:
- G. OGS prefers that contractors submit quarterly contract updates and will generally not accept requests for updates either:
 - i. More than four times a year,
 - ii. Until it has approved a previously submitted contract update, and
 - iii. Notified the Contractor as such

However, OGS also understands that there may be cases where a contractor needs to make a minor update (e.g. adding one line-item to an existing product line to reflect a new part released by this manufacturer) to fulfill an immediate customer need. The contractor should work directly with OGS Procurement Services.

- H. Please be advised, contractors may submit a contract update request, but this does not mean the contract update request is approved.

2. Specific Contract Update Submission Requirements:

Contractors are responsible for ensuring the submission of timely, accurate, and allowable contract update requests.

- A. The following table lists the required documents contractors must submit to OGS as part of an auto add update:

Action	Contract Update Request Form	Cover Letter	Mfr.'s or Dist.'s MSRP File	Revised NYS Net Pricing Pages	Mfr.'s or Dist. Guar. & Cert*	(Possible) Dist. Guar. List of Prod. Lines**	(Possibly) Dist. Guar. Updated List of Product Lines***	Att. 13	VAR AGR.	Auto Add Pricing Form
Update existing product line: a. Add new items b. Deleting discontinued items c. Updating (increasing or decreasing) MSRP-Based pricing	x	x	x	x						
For contractor awarded Lots 1, 2, or 3, adding a new product line which fits the scope of the contract or removing an existing product line	x	x	x	x	x	x	x			x
For Contractors awarded Lots 2, 3, 4, or 5, adding labor rates which fit the scope of the contract or removing labor rates	x	x		x						x
For Contractors awarded Lots 2, 3, 4, 5, updating existing labor rates on the contract	x	x		x						

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Action	Contract Update Request Form	Cover Letter	Mfr.'s or Dist.'s MSRP File	Revised NYS Net Pricing Pages	Mfr.'s or Dist. Guar. & Cert*	(Possible) Dist. Guar. List of Prod. Lines**	(Possibly) Dist. Guar. Updated List of Product Lines***	Att. 13	VAR AGR.	Auto Add Pricing Form
For Lots 2-5 Adding or Removing a Subcontractor****	x	x						x		
For Contractors ONLY awarded Lot 1 Product only, adding or removing a Value-Added Reseller	x	x							x	

- i. Except where the contractor is the manufacturer of a product line, for any contractor awarded Lot 1, Lot 2, or Lot 3, a manufacturer/distributor's certificate must be provided for any new product line they request to add.
- ii. Except where the contractor is the manufacturer of a product line, any contractor awarded either:
 - a. Lot 2,
 - b. Lot 3, and
 - c. A combination of Lot 1 and either Lots 4 or 5

Who is requesting to add a new product line must obtain and provide to OGS either a Manufacturer's Guarantee or Distributor's Guarantee (and either a Dist. Guar. List of Product Lines or a Dist. Guar. Updated List of Product Lines).

- iii. The Distributor's Guarantee List of Product Lines is a form which is required along with the submission of a Distributor's Guarantee from a New Distributor. This form lists all of the product lines the Distributor is Guaranteeing for the contractor. Once on file, any product line covered by this form can be added at any time (with OGS' approval).
- iv. The Distributor's Guarantee (Dist. Guar D3) Updated List of Product Lines is only submitted when a contractor needs to expand or reduce the number of product lines a Distributor which has previously executed a Distributor's Guarantee Is guaranteeing for the particular contractor.
- v. Whenever a contractor proposes to add a new subcontractor or (if only awarded a Lot 1 Product Only contractor) a VAR, contractor must review and document if the subcontractor/VAR:

- a. Has sales on all contracts within the previous two (2) years of at least \$100,000 as per the "State Contracts" section of OpenBook (see below link):

<http://wwe2.osc.state.ny.us/transparency/contracts/contractsearch.cfm>

or

- b. Has received payments from NYS of at least \$100,000.00 in the previous two (2) years as per the "State Payments" section of OpenBook (see below link):

<http://wwe2.osc.state.ny.us/transparency/checkbook/chkbkMain.cfm>

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If the proposed Subcontractor/VAR has more than \$100,000 in sales as specified above OGS will need to perform Vendor Responsibility Review. Please have the entity register on the OSC Online Vendor Responsibility System and certify an online vendor responsibility questionnaire which is less than six (6) months old at the date time of submitting the contract update request to OGS.

- B. For the life of the contract, contractors awarded Lots 1, 2, and 3 cannot reduce the established contractually-approved established pricing structure (percent (%) discount from List Price/MSRP).

This does not prohibit the contractor from offering authorized users higher (better) discounts for individual projects/work/purchases on the contract where there is a commitment of money.

- C. For the life of the contract, contractors awarded Lots 2-5 cannot increase the contractually-approved percent (%) markups over the Prevailing Wage Rate and Supplemental Benefits.

This does not prohibit the contractor from offering authorized users lower (better) markups for individual projects/work performed on the contract where there is a commitment of money.

- D. Any contractor awarded Lots 1, 2, or 3 and either adding or updating an existing product line must:

- i. Review their proposed NYS Net Pricing Pages for the following terms in their product pricing prior to submission:
 - a. Call for quote
 - b. To be determined
 - c. Consult Factory
 - d. Custom Call for Quote
 - e. Custom Call
 - f. N/A
 - g. Value
 - h. Call
 - i. Custom
- ii. If included in the pricing pages, determine if the particular line item does not have a "Quantifiable defined not-to-exceed pricing."
- iii. If the line item does not have "Quantifiable not-to-exceed pricing," either:
 - a. Remove the line item, or
 - b. Obtain and insert "Quantifiable defined not-to-exceed Pricing" for this line item.

- E. Any contractor awarded Lots 1, 2, or 3 and either adding new product lines or updating existing product lines must:

- i. Review their proposed NYS Net Pricing Pages for the following terms in their product pricing prior to submission:
 - a. Web/Web-based
 - b. SaaS
 - c. PaaS
 - d. IaaS
 - e. .Net

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- f. Remote Access
 - g. Hosted
 - h. Cloud
- ii. If included in the pricing, determine if these products are cloud/hosted services as defined in Sec. I.1 of this document, the line item must be removed.
- iii. If:
- a. Yes to ii above, remove these from their NYS Net Pricing Pages, or
 - b. No to ii above, submit a response in its cover letter answering the following questions:
 - 1) Are these items on hardware which is owned and retained by customers (state agency/authorized users) (Yes or No only).
 - 2) Are these items behind the customer's firewall (Yes or No only)
 - 3) Is any data stored/housed remotely (on non-customer premises) (Yes or No only),
 - 4) Does/Can any other Third Party "Act on" or "Manage" these items besides the customer (Yes or No Only), and
 - 5) Is all data transmitted on networks managed by the customer, behind their firewall/Encryption (Yes or No Only)?
- F. Any contractor awarded Lots 1, 2, or 3 who is either adding a new product line or updating existing product lines must:
- i. Review their proposed NYS Net Pricing pages for the following words which may indicate references to separate travel and site access costs in the pricing:
 - a. Travel
 - b. Meals
 - c. Lodging
 - d. Per Diem
 - e. Travel & Expenses
 - f. T&E
 - g. Airfare
 - h. Mileage
 - i. Site Access
 - ii. Determine/Verify If these terms are for separate travel and site access costs, and
 - iii. If yes to ii above, either:
 - a. Remove the aforementioned language from the corresponding line items, making them inclusive of all travel and site access costs, or
 - b. Remove the entire line item from their NYS Net Pricing
- G. Any contractor awarded Lots 1, 2, or 3 who is either adding a new product line or updating existing product lines must:
- i. Review the proposed NYS Net Pricing pages for the following words which may indicate line items which are for separate shipping charges:
 - a. Shipping
 - b. Handling
 - c. Packaging
 - d. Delivery

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- ii. Determine/Verify If these line items either:
 - a. Separate Shipping Charges, or
 - b. Merely describe some functional/specification aspect of the line item and therefore allowable.
- iii. If Yes to iii above, either:
 - a. Remove the reference to separate shipping charges, or
 - b. Remove the line item from their pricing
- H. Any contractor awarded Lots 2 only who is either adding a new product line or updating existing product lines must:
 - i. Review their proposed NYS Net Pricing pages for the following words which may indicate references to separate travel and site access costs in the pricing:
 - a. install
 - b. integrat(e)(ion)
 - c. implement
 - d. custom
 - e. consult
 - f. project manager
 - g. commission
 - h. professional service
 - ii. If the contractor locates these terms, determine/verify If these terms are for labor rates, and
 - iii. If the contractor determines these are for labor rates, remove these line items from their pricing.
- I. Any contractor awarded Lot 1 and either Lot 4 or Lot 5 must:
 - i. review their pricing prior to submission for the following terms:
 - a. service
 - b. maint
 - c. repair
 - d. replace
 - ii. If the contractor locates these terms, determine/verify If these terms are for labor rates, and
 - iii. If the contractor determines these are for labor rates, remove these line items from their pricing.
- J. Any contractor awarded Lot 1 Only which is either adding new product lines or updating existing product lines must:
 - i. Review their proposed NYS Net Pricing pages prior to submission for the following terms:
 - a. install
 - b. integrat(e)(ion)
 - c. service
 - d. implement
 - e. custom
 - f. consult
 - g. maint

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- h. repair
 - i. replace
 - j. project manager
 - k. commission
 - l. professional service
- ii. If the contractor locates these terms, determine/verify If these terms are for labor rates, and
- iii. If the contractor determines these are for labor rates, remove these line items from their pricing.

3. Incorrect, Incomplete, or Unacceptable Submissions:

- A. Any incorrect, incomplete, or unacceptable submission will not be approved by OGS. OGS will require the contractor to revise the submission as necessary prior to approval.
- B. No Contract update is valid until it is approved by OGS. It is the responsibility of a contractor to submit a correct, complete, accurate, and acceptable contract update.
- C. OGS will issue Purchasing Memorandums and update the "Product Offering Chart" as applicable to indicate contract updates have been approved.

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XII. Frequently Asked Questions (FAQs) Regarding Vendor Selection Process:

The following FAQs are meant to provide broad, flexible, but definite instructions and guidance to authorized users. Where possible, authorized users should seek pricing from multiple contractors, and always attempt to obtain lower pricing based upon the specific needs at the time of purchase.

Before contacting any Contractors, authorized users should review the Scope, Lots, Regions, and Product Offerings of these Contracts to ensure the procurement is in accordance with the Terms and Conditions of this Award.

As used in this section, the following terms shall mean the following:

1. "Embedded Base" means that a particular system is installed in a given facility, campus, law enforcement system, or across the entire authorized user.
2. "Proprietary System" means a system where only one (1) Contractor is authorized to program, integrate, configure, etc., the purchased system. Some examples include, but are not limited to SimplexGrinnell, Honeywell Fire/BAS, Siemens BAS. Proprietary Systems shall not alter the terms and conditions outlined in Award 20191, including, but not limited to:
 - A. A requirement that title to all products/equipment/systems that are purchased, installed or integrated shall transfer to the authorized user upon acceptance, free of any liens or encumbrances,
 - B. The Software License Grants in the contract, and
 - C. Any other provisions of these Contracts.
3. "Standardization" means when an authorized user shall select a particular Contractor based on factors, including, but not limited to pricing, qualifications, past performance, technical ability, system requirements, etc. to be utilized for a facility, campus, or entire entity.

Question # 1:

I am a school district. I noticed these guidelines reference systems, including, but not limited to labor and services. Do these guidelines apply to product only purchases off of Group 77201, Award 20191 as well?

OGS Answer # 1:

Yes, these "How to Use" guidelines apply to product only purchases made off of Group 77201, Award 20191.

Question # 2:

I am a school district. I've reviewed the scope definitions/clarifications/examples in section one of this document you provided. Do these only apply to state agencies, or do they apply to all authorized users?

OGS Answer # 2:

These scope definitions/examples/clarifications apply to all authorized users, not just state agencies.

Question # 3:

I am a town. We are preparing to solicit multiple quotes from several contractors for a new Fire Alarm System. In reviewing this document, you indicated that we can use lowest-price, best-value, or qualification-based selection (QBS) to select a contract. However, General Municipal Law § 103 requires that our board adopt a resolution authorizing us to procure purchase contracts via Best-Value. Does our board need to adopt a resolution authorizing us to solicit multiple quotes via Best-Value.

OGS Answer # 3:

No, your board does not need to adopt a resolution authorizing Best-Value procurements to select a contractor on the basis of Best-Value or Qualification-Based Selection under Award 20191. General

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Municipal Law § 104 (which along with New York State Finance Law § 163 authorizes municipalities to purchase off of NYS Centralized Contracts) expressly exempts purchases off of Centralized Contracts from the requirements of General Municipal Law § 103.

Question # 4:

I am a correctional facility. We have several stringent security procedures and requirements which we require all contractors to comply with and require them to undergo formal training in these before being eligible to bid. Are we allowed to limit our proposals to only those contractors which have taken this required training?

OGS Answer # 4:

Yes, you can limit the contractors you solicit to those who have taken this training since these procedures and requirements were implemented for legitimate health and safety reasons.

Question # 5:

I am an authorized user which needs a new fire alarm system. We haven't standardized on a particular brand/manufacturer/contractor, and do not have an embedded base as this is a new building. Can I just go to one vendor, or should I seek competition among multiple contractors?

OGS Answer # 5:

Since you have not standardized and do not have an embedded base, you should seek competition among the Contractors, which are awarded the appropriate Lots and Regions, and offering the type of products/services you need. You may use any of the following selection methods for your mini-bid:

- A. Lowest Price
- B. Best Value
- C. Qualification-Based Selection

Question # 6:

I am an authorized user which has six buildings. In five of my buildings, we have Vendor A Proprietary Fire Alarms which holds a security and facility systems contract. We are renovating our sixth building and would like to have Vendor A provide/install their fire alarm system in this building. Is it allowable to work directly with Vendor in this situation, or do we have to undertake a mini-bid among the contractors awarded the applicable Lot & Region?

OGS Answer # 6:

In this situation, you can work directly with Vendor A and do not need to undertake a mini-bid. However, you need to:

1. Develop a Technical Justification of why you are utilizing Vendor A,
2. Request Vendor A provide you with lower pricing than the "Not to Exceed" pricing on their contract or demonstrate why it can't offer lower pricing than the "Not to Exceed" NYS Net Pricing/Total Hourly Rates, and
3. Require Vendor A to provide you with comparable pricing the Contractor has offered to and been accepted by a similarly-situated customer, preferably a competitively awarded, within the past two (2) years.

Question # 7:

I am an authorized user that has multiple brands of BAS, EMS, and Integrated Microprocessor-Controlled HVAC Equipment contractors in various facilities. We would like to standardize on one particular system/contractor. Can we use these contracts to standardize on a particular system/brand? And if so, what do we need to do?

OGS Answer # 7:

Yes, you can use this contract to standardize on a particular brand or contractor.

To standardize, you need to:

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1. Document your existing infrastructure;
2. Document the basis for your determination to standardize on a particular brand or contractor;
3. Develop an objective and quantifiable technical evaluation tool, and, where necessary, an objective and quantifiable pricing evaluation tool; and
4. Either;
 - A. Determine one brand, Contractor, or manufacturer is the most qualified and require them to provide you:
 - a) With lower pricing than the “Not to Exceed” pricing on their contract, or demonstrate why it can’t offer lower pricing than the “Not to Exceed” NYS Net Pricing/Total Hourly Rates, and
 - b) Require the selected Contractor to provide you with comparable pricing the Contractor has offered to and been accepted by a similarly-situated customer, preferably a competitively awarded, within the past two (2) years; or
 - B. Solicit proposals from multiple Contractors who offer the systems you are seeking. You may use any of the following methods of selection:
 - a) Lowest Price,
 - b) Best Value, or
 - c) Qualification-Based Selection

Question # 8:

I am an authorized user with five buildings with the same systems, however they are being serviced by multiple contractors. We would like to standardize on a single contractor to provide all products and perform all installation, systems integration, and maintenance on our systems. Is this allowable under the contract, and if so, what do we need to do?

OGS Answer # 8:

Yes, this is allowable. You would need to:

1. Develop a Technical Justification of why you are standardizing on a particular Contractor’s products and services, and
2. Use any of the following selection methods for your mini-bid among the contractors which offer and can service the products you are using:
 - A. Lowest Price
 - B. Best Value
 - C. Qualification-Based Selection

Question # 9:

I am an authorized user which has a physical presence throughout all of New York State. We have standardized on a particular manufacturer for our fire alarms. Multiple contractors offer this brand on their contract, but only one contractor (“Vendor A”) has statewide coverage in the appropriate Lot. Can I standardize on this particular contractor, or do I need to undertake mini-bids in each region?

OGS Answer # 9:

In this situation, you can work directly with Vendor A and do not need to undertake a mini-bid. However, you need to:

1. Develop a Technical Justification of why you are utilizing Vendor A,
2. Request Vendor A to provide you with lower pricing than the “Not to Exceed” pricing on their contract or demonstrate why it can’t offer lower pricing than the “Not to Exceed” NYS Net Pricing/Total Hourly Rates, and
3. Require Vendor A to provide you with comparable pricing the Contractor has offered to and been

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accepted by a similarly-situated customer, preferably a competitively awarded, within the past two (2) years.

Question # 10:

Vendor A installed their product offering into one of my buildings. Since they installed this product, can I have them perform the maintenance directly, without undertaking a mini-bid?

OGS Answer # 10:

In this situation, you can work directly with Vendor A and do not need to undertake a mini-bid. However, you need to:

1. Develop a Technical Justification of why you are utilizing Vendor A,
2. Request Vendor A to provide you with lower pricing than the "Not to Exceed" pricing on their contract or demonstrate why it can't offer lower pricing than the "Not to Exceed" NYS Net Pricing/Total Hourly Rates, and
3. Require Vendor A to provide you with comparable pricing the Contractor has offered to and been accepted by a similarly-situated customer, preferably a competitively awarded, within the past two (2) years.

Question # 11:

Is it allowable to use a two (2) step selection process, whereby we require an initial statement of qualifications, and then only allow these contractors that meet these qualifications to proceed to the actual selection?

OGS Answer # 11:

Yes, you may undertake a two (2) step selection process, whereby you require an initial statement of qualifications, and, then allow only those Contractors that meet these qualifications, to proceed to the actual selection process of either lowest price or best value.

Question # 12:

I am a School District. We are in the process of acquiring a new Access Control System. We want to reach out to multiple contractors provide demonstrations/technical information regarding their Access Control Offerings on contract. We will then score each contractor's offering, select the most qualified, and proceed to obtain pricing. Is this allowable under this contract.

OGS Answer # 12:

Yes, this would constitute a form of a Qualification-Based Selection process. As long as all contractors are being evaluated using the same pre-determined, quantifiable scoring method, this is acceptable on the contract. When obtaining pricing information, you should require

1. Request the selected Vendor to provide you with lower pricing than the "Not to Exceed" pricing on their contract or demonstrate why it can't offer lower pricing than the "Not to Exceed" NYS Net Pricing/Total Hourly Rates, and
2. Require the selected Vendor to provide you with comparable pricing the Contractor has offered to and been accepted by a similarly-situated customer, preferably a competitively awarded, within the past two (2) years.

Question # 13:

I am a State Agency. I am looking to acquire a CCTV system. We have selected a particular manufacturer/brand and are trying to select from among three contractors who offer this brand. I've reviewed the OGS website, and it appears that one contractor offers lower NYS Net Pricing than two (2) others. Can I use this as my pricing justification?

OGS Answer # 13:

No, the pricing on the centralized contracts is "Not to Exceed" pricing with no commitment. In other words, these are assumed quantity zero. When an authorized user commits money, contractors can and

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should offer lower pricing based on the volume of business. As such, you still need to contact these three entities and have them provide proposed pricing/quotes.

Question # 14:

I am a school district. We are standardizing on Vendor A for our Access Control and CCTV system. As we are not requesting multiple quotes, we requested the following information in accordance with this "How to Use" document:

In response to our request, Vendor A stated it could not:

- A. Provide a comparable contract because:
 - i) The comparable contract contained proprietary information related to the other customer, and
 - ii) There are differences with every project,

And

- B. Lower the "Not to Exceed" Total Hourly Rates on their contract because:
 - i) This would affect their certified payroll, as well as financial reporting (accounting and auditing) of their firm, and
 - ii) Their understanding is that the "Not to Exceed" rates are "negotiated" or "pre-negotiated" and as such cannot be decreased.

Are these explanations acceptable?

OGS Answer # 14:

No, Vendor A's explanations are not acceptable.

- A. Vendor A does not need to provide you the proprietary technical information in the proposal, just the pricing information, name & location of the customer, and general (non-proprietary information) to allow you verify that Vendor A has demonstrated reasonableness of price.
- B. While there may be differences with every project, when the authorized user is not soliciting multiple quotes, the contractor must provide a similar project to demonstrate reasonableness of price. The authorized user can compare various production standards/pricing, including, but not limited to:
 - i) Production Standard (e.g. work per hour, installation cost per foot, labor hours required, etc.),
 - ii) Additional Discounts Offered based on project size, and
 - iii) Duration of Project.
- C. Vendor A cannot use certified payrolls, accounting, and auditing requirements to justify not offering a lower "Not to Exceed" rate. OGS understands and agrees that contractors must pay, and by extension authorized users must pay to the contractor, the Prevailing Wages and Supplemental Benefits required by law. However, contractors can reduce the percent (%) markups used to arrive at their "Not to Exceed" Total Hourly Rates. Furthermore, the reducing pricing for one authorized user does not result in a "global" reduction in the total hourly rates across the whole contract. Rather, the contractor only needs to extend this more advantageous pricing to other similarly-situated customers (e.g. similar project size, similar type of work, similar volume purchase, etc.).
- D. The rates on the NYS Centralized Contracts for Security and Facility Systems and Solutions are not "negotiated" or "pre-negotiated." These are "Not to Exceed" Total Hourly Rates inclusive of all costs. Authorized Users can and should seek lower pricing, especially for large volume purchases/transactions/projects.

Question # 15:

I am a School District. We are working with a contractor, Vendor A, on a camera project to expand the camera system and have the following questions:

- A. Does the comparable contract Vendor A provides need to include every item/all labor the contractor is proposing (Put another way, do we need a comparable contract for every specific line item/labor referenced)?
- B. Would an acceptable technical justification for standardizing on Vendor A be that they offer the same brand as we had installed in our facility?

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OGS Answer # 15:

- A. Not necessarily. The goal of a comparable contract/customer contract is to demonstrate that the additional discount, product standard, project pricing, etc. are reasonable for a particular project, order, etc. There may not be an exact apples-to-apples comparable contract with all of the same items. Some factors to consider include, but are not limited to:
- i. What is the dollar value of the project/order?
 - ii. What percentage of the items/labor are the same items?
 - iii. How recent was the project?
 - iv. How similar is the project and the facility/location where it is being performed?

Authorized Users should develop internal procurement policies and guidelines/consult with their control agencies which address these situations.

- B. You would need to obtain more information as this current justification is not sufficient. There are several factors/questions you should ask to determine this, including, but not limited to:
- i. Is Vendor A the only entity which offers this particular camera brand?
 - ii. Did Vendor A install/integrate the original system you are now requesting to expand?
 - iii. If Vendor A did not install/integrate the original system, has Vendor A been maintaining (including providing software/firmware updates to the systems)?

If you answer "Yes" to these questions (and provide the necessary supporting documentation such as proof of your search for question i), you might have an acceptable technical justification. However, you need to follow your internal procurement guidelines and control agency requirements and may want to describe in more detail various technical reasons (e.g. interoperability) in your justification.

Authorized Users should develop internal procurement policies and guidelines/consult with their control agencies which address these situations.

Authorized users need to follow their internal procurement guidelines and control agency requirements when utilizing NYS Centralized Contracts.

Question # 16:

I am a Publically-owned hospital. We have two (2) factory-mounted microprocessor-controlled chillers which are integrated with the Building Automation System and the fire alarm system. Both chillers are provided (manufactured) by Vendor A. Our capital plan was to replace these in two years and we have had Vendor A maintaining the existing chillers (e.g. they are the only entity which can work on the software).

However, one of the chillers has failed and needs to be replaced. This occurred suddenly and we have only six months to replace this. Furthermore, the items have a 12 week lead time and it takes one month just to remove the broken chiller and the contractually-mandated 30 day acceptance period combined leaves us with almost no timeframe.

We want to use Vendor A because:

- A. If we have another entity provide their chillers, we will need two (2) different maintenance contracts
- B. We will not have the time (due to an unforeseen situation) to undertake a replacement procurement to meet the necessary six month timeframe as the chiller has a 12 week lead time and we need one month just to remove the old equipment
- C. If we were to rent a chiller while seeking competition, we would be spending more money on the rental than on the actual replacement chiller.

Can we select Vendor A for this replacement chiller?

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OGS Answer # 16:

Since you:

- A. Had planned for new project and been maintaining the existing equipment,
- B. Had an unforeseen malfunction which unless replaced could pose a life, health, and safety situation,
- C. Have less than six months to complete this replacement when the products have a twelve week lead time to obtain this product and need one month to remove the old equipment,
- D. Would have to spend more money on rental than on the entire new replacement if the project isn't completed in six months, and
- E. If bidding this project, could have two (2) different manufacturer's products requiring two (2) different maintenance contracts;

In this situation, you can you can work directly with Vendor A and do not need to undertake a mini-bid. However, you need to:

- 1. Develop a Technical Justification of why you are utilizing Vendor A,
- 2. Request Vendor A to provide you with lower pricing than the "Not to Exceed" pricing on their contract or demonstrate why it can't offer lower pricing than the "Not to Exceed" NYS Net Pricing/Total Hourly Rates, and
- 3. Require Vendor A to provide you with comparable pricing the Contractor has offered to and been accepted by a similarly-situated customer, preferably a competitively awarded, within the past two (2) years.

Question # 17:

I am a large hospital. I am looking to acquire an Integrated BAS/EMS/Integrated Microprocessor-Controlled HVAC Equipment System. The system will be integrated with the Fire Alarm System and have the ability to integrate with the Access Control System and allow monitoring by our employees. We have not standardized on a particular Vendor/brand/manufacturer. Can we acquire these on the contract?

OGS Answer # 17:

If the Integrated BAS/EMS/Integrated Microprocessor-Controlled HVAC Equipment System will allow for monitoring by the authorized user and also allow for the monitoring of the fire alarm, CCTV, or Access Control system by the authorized user, this can be acquired on the contract.

Since you have not standardized and do not have an embedded base, you should seek competition among the Contractors, which are awarded the appropriate Lots and Regions, and offering the type of products/services you need. You may use any of the following selection methods for your mini-bid:

- A. Lowest Price
- B. Best Value
- C. Qualification-Based Selection

Question # 18:

I am a large hospital. I am looking to obtain a new Integrated Microprocessor-Controlled Chiller for my building. We have Vendor A's Building Automation System/Energy Management System which is integrated with the Fire Alarm System in our facility. Vendor A does not offer Chillers, but will need to be involved in the Integration of the Chiller to allow for the full monitoring and control of these by the Building Automation System/Energy Management Systems. How should I proceed?

OGS Answer # 18:

Since you have not standardized and do not have an embedded base, you should seek competition among the Contractors, which are awarded the appropriate Lots and Regions, and offering the type of products/services you need. You may use any of the following selection methods for your mini-bid:

- A. Lowest Price
- B. Best Value
- C. Qualification-Based Selection

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Question # 19:

I am a University. We need to upgrade our Integrated BAS/EMS/Integrated Microprocessor-Controlled HVAC Equipment (Chiller, Boiler, etc.) System. The entity providing this system will have to integrate this system with the Fire Alarm System and potentially the Access Control System. This will allow our staff to monitor all of these systems. How should we proceed?

OGS Answer # 19:

Since you have not standardized and do not have an embedded base, you should seek competition among the Contractors, which are awarded the appropriate Lots and Regions, and offering the type of products/services you need. You may use any of the following selection methods for your mini-bid:

- A. Lowest Price
- B. Best Value
- C. Qualification-Based Selection

Question # 20:

I am a Housing Authority. We are interested in obtaining a non-proprietary fire alarm system. Based on our review of the contract, there is only one contractor, Vendor A, in our region which offers a non-proprietary fire alarm. Based on this, can we work with Vendor A directly?

OGS Answer # 20:

In this situation, you can work directly with Vendor A and do not need to undertake a mini-bid. However, you need to:

1. Develop a Technical Justification of why you are utilizing Vendor A (In particular, explain why you determined to use an open-proprietary system),
2. Request Vendor A to provide you with lower pricing than the "Not to Exceed" pricing on their contract or demonstrate why it can't offer lower pricing than the "Not to Exceed" NYS Net Pricing/Total Hourly Rates, and
3. Require Vendor A to provide you with comparable pricing the Contractor has offered to and been accepted by a similarly-situated customer, preferably a competitively awarded, within the past two (2) years.

Question # 21:

When you reference soliciting quotes, does this require we contact every contractor on the contract or in a particular region?

OGS Answer # 21:

No, this does not mean you necessarily need to contact every contractor. Generally, it is recommended that when soliciting quotes, authorized users obtain a minimum of three (3) quotes. However, authorized users/their control agencies should develop guidelines/requirements as to levels and detail of quotes.

For example, you may only need to solicit three quotes on a project where which is estimated to cost \$25,000.00. On the other hand, you may want to solicit quotes from all contractors in a given Lot/Region for a project which is estimated to cost five million dollars.

OGS suggests that authorized users develop internal procurement guidelines to address these situations and work with your control agency to meet their requirements.

Authorized users need to follow their internal procurement guidelines and control agency requirements when utilizing NYS Centralized Contracts.

Question # 22:

I am a State University. I am utilizing Vendor A for a project to provide Security Cameras and associated Software products, installation, and systems integration. As part of this, Vendor A will utilize an Electrical Contractor to perform installation work as a subcontractor. Vendor A has several subcontractors who are

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Electrical Contractors. Am I required to obtain multiple quotes (a "Mini-Bid") among these subcontractors on a project?

OGS Answer # 22:

No, you are not required to obtain quotes from multiple subcontractors on a project. The references (e.g. in OGS Answer # 16) to soliciting multiple quotes are for competition among the Prime Contractors (Contract Holders) only, not subcontractors.

Question # 23:

I am a State Agency. We are required to meet MWBE Goals. We are preparing a large CCTV project installation. As part of this, we have requested the contractor utilize an MBE and a WBE subcontractors to perform certain portions of the installation.

The Prime Contractor has provided quotes from both an MBE and a WBE Subcontractor, but explained that the MBE and WBE subcontractors are both more expensive than a non-MWBE subcontractor they originally planned to use. In all cases, the proposed subcontractors' pricing is still at or below the "Not to Exceed" NYS Net Pricing/Total Hourly Rates on the contract.

Are we allowed to accept higher quotes from the MBE and WBE subcontractors' (as long as the pricing on these quotes is equal to or lower than the Not to Exceed Pricing on the contract)?

OGS Answer # 23:

Yes, you can accept these higher quotes from these MBE and WBE Subcontractors, provided it is equal to or lower than the "Not to Exceed" NYS Net Pricing/Total Hourly Rates on the contract. However, you can also request that the contractor work with the MBE and WBE subcontractors to reduce the quote, without actually disclosing the cost of the non-MWBE Subcontractor's quote.

Question # 24:

I am a state agency. I am required to try and obtain MWBE Spend. I noticed this contract has goals of 10% MBE and 10% WBE.

- A. Do these goals apply specifically to a project/agency, or do they apply across the entire Centralized Contract?
- B. Am I allowed to request a higher goal for my specific project/agency? and
- C. Are there acceptable reasons why a contractor cannot utilize an MWBE subcontractor/supplier?

OGS Answer # 24:

- A. The goals apply across an entire contract, not for a specific project or agency.
- B. Yes, you can always request higher goals, but be advised that the contractor may not be able to meet these goals.
- C. Yes, some examples of acceptable reasons why an MWBE subcontractor/supplier cannot be used include, but are not limited to:
 - i. Maintenance/programming of a proprietary system which only the contractor's technicians can perform and which only involves their proprietary parts/software, and
 - ii. A Good faith effort by the contractor to solicit MWBE subcontractors and no subcontractor can meet necessary project requirements including, but not limited to:
 - a. Specific security certifications (e.g. CJIS, Secure Facility Requirements, etc.),
 - b. Insurance/Bonding thresholds/requirements, and
 - c. No MWBE subcontractors attend/express interest in the project.

Question # 25:

I am a State University. I am preparing a large building renovation to one of our Academic Buildings. This is a multiple prime project involving, among others, an Electrical Contractor for the entire building. We want to "Carve Out" the provision of the Fire Alarm, Security/Access Control System, and Building Automation System. We are delineating the work by requiring the Electrical Contractor to provide/install

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the raceway (conduit) for these systems, and then have the aforementioned contractors provide/perform the actual system wiring and equipment installation.

We have two (2) questions:

- A. Is this division allowable under the centralized contract? and
- B. If we utilize this methodology, can we request the aforementioned Fire Alarm, Security/Access Control System, and Building Automation System contractors to utilize M- or WBE subcontractors as part of their work?

OGS Answer # 25:

- A. Yes, this "Carve Out" is permitted on contracts awarded as a result of RFP 20191.
- B. Yes, you can request that the contractor performing the "Carved Out" work utilize an M- or WBE subcontractor and count this separately from the MWBE Goals for the Electrical Contractor.

Question # 26:

I am a community college. I am trying to determine if the chiller we are proposing to acquire is part of an Integrated BAS/EMS/Integrated Microprocessor-Controlled HVAC Equipment System and therefore able to be obtained on this contract. The BAS/EMS are integrated with the Fire Alarm System, but I'm not sure if the chiller is "integrated" to the BAS/EMS.

Our retained consult developed certain specifications and the contractor provided a proposal which included the following

1. The BMS/EMS/Integrated Microprocessor-Controlled HVAC Equipment automatically and electronically collect, receive, transmit, display, store, record, analyze, evaluate, process, classify, manage, control, communicate, exchange, interface, switch, and disseminate data (e.g. the chiller receives a command from the Building Automation System to adjust the its speed/output and transmits to the Building Automation System a report of the internal air pressure):
2. The Integrated Microprocessor-Controlled HVAC Equipment actively and automatically make recommendations/receive recommendations or commands from the Building Automation Systems/Energy Management System (e.g. the chiller notes air pressure changes and sends a recommendation and notice): and
3. The BAS/EMS/Integrated Microprocessor-Controlled HVAC Equipment are all IP-based, and the Building Automation System/Energy Management System need to be configured to allow for the IP address on the Equipment (e.g. Chiller) to allow for proper communication.

Does this mean my chiller is integrated to the BAS/EMS?

OGS Answer # 26:

Since:

- a. The BMS/EMS/Integrated Microprocessor-Controlled HVAC Equipment automatically and electronically collect, receive, transmit, display, store, record, analyze, evaluate, process, classify, manage, control, communicate, exchange, interface, switch, and disseminate data (e.g. the chiller receives a command from the Building Automation System to adjust the its speed/output and transmits to the Building Automation System a report of the internal air pressure):
- b. The Integrated Microprocessor-Controlled HVAC Equipment actively and automatically make recommendations/receive recommendations or commands from the Building Automation Systems/Energy Management System (e.g. the chiller notes air pressure changes and sends a recommendation and notice): and
- c. The BAS/EMS/Integrated Microprocessor-Controlled HVAC Equipment are all IP-based, and the Building Automation System/Energy Management System need to be configured to allow for the IP address on the Equipment (e.g. Chiller) to allow for proper communication.

The Chiller is integrated to the BAS/EMS and therefore can be acquired on this contract.

Please document this information in your procurement record.

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Question # 27:

I am a State Agency. I am trying to determine if I can acquire a Chiller on the Security and Facility Systems Contract. The chiller will:

- a. Include factory mounted (installed)/factory-provided microprocessor controls which need to be programmed/commissioned/integrated by an individual with technical training in the operating software,
- b. Receives temperature information from the Building Automation System via a network connection/communication device which will cause the chiller to make recommended temperature changes, and
- c. Performs internal sensory monitoring and transmits status updates to the Building Automation electronically and automatically regarding data such as air pressure, energy use, chiller performance, etc.

Additionally, the aforementioned Building Automation System which will be transmitting the temperature data information is connected with the Fire Alarm System.

Is this Chiller considered "integrated" with the Building Automation System/Fire Alarm System and therefore allowed to be acquired on this contract?

OGS Answer # 27:

Since:

- a. The Chiller will include factory mounted (installed)/factory-provided microprocessor controls which will need to be programmed/commissioned/integrated by an individual with technical training in the operating software/system:
- b. The Chiller will be integrated to the Building Automation System/will receive information and make recommendations based on this information:
- c. The chiller is acquiring, monitoring, transmitting, and receiving data from/to the Building Automation System: and
- d. The aforementioned Building Automation System which will be transmitting information to the Chiller and the Building Automation System is connected to the Fire Alarm System:

This chiller is integrated to the Building Automation System and the Fire Alarm System and can therefore be acquired on this contract and is an Integrated Microprocessor-Controlled HVAC Equipment.

Please document this information in your procurement record.

Question # 28:

I am a state agency. I am trying to obtain a new Building Automation System. However, I am unsure if the Building Automation is "integrated" with the fire alarm system. When the Fire Alarm is activated, it directs the Building Automation to perform certain functions over a Fire Alarm Interface Panel.

OGS Answer # 28:

Because the Fire Alarm communications to the Building Automation System and directs it to perform certain functions, this would mean that this system is integrated.

Question # 29:

I am a large hospital. My chiller needs to be replaced. We utilize Vendor A's Building Automation System/Energy Management System (which is integrated with the Fire Alarm System) which allows us to monitor all systems. Vendor A also manufactures chillers. Vendor A's Building Automation System/Energy Management System and Chillers are proprietary, so no other entity offers these. The Chillers offered by Vendor A includes factory installed microprocessor controls and is integrated with the Building Automation System/Energy Management System. Can we directly purchase our new chiller from Vendor A?

OGS Answer # 29:

In this situation, you can work directly with Vendor A and do not need to undertake a mini-bid. However, you need to:

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1. Develop a Technical Justification of why you are utilizing Vendor A,
2. Request Vendor A to provide you with lower pricing than the “Not to Exceed” pricing on their contract or demonstrate why it can’t offer lower pricing than the “Not to Exceed” NYS Net Pricing/Total Hourly Rates, and
3. Require Vendor A to provide you with comparable pricing the Contractor has offered to and been accepted by a similarly-situated customer, preferably a competitively awarded, within the past two (2) years.

Question # 30:

I am a Psychiatric Facility. My Integrated Building Automation System/Energy Management System/Integrated Microprocessor-Controlled HVAC Equipment System needs to be replaced. We utilize Vendor A's Fire Alarm System and Access Control System in our facility. Vendor A also manufactures Building Automation System/Energy Management Systems/ Integrated Microprocessor-Controlled HVAC Equipment. Their Building Automation System includes a single platform which allows the authorized user to monitor the Fire Alarm, CCTV, Access Control, Building Automation, Energy Management, and Integrated Microprocessor-Controlled HVAC Equipment. Vendor A's products are proprietary, so no other entity offers these. Can we directly purchase our Building Automation System/Energy Management System/ Integrated Microprocessor-Controlled HVAC Equipment System from Vendor A?

OGS Answer # 30:

In this situation, you can work directly with Vendor A and do not need to undertake a mini-bid. However, you need to:

1. Develop a Technical Justification of why you are utilizing Vendor A,
2. Request Vendor A to provide you with lower pricing than the “Not to Exceed” pricing on their contract or demonstrate why it can’t offer lower pricing than the “Not to Exceed” NYS Net Pricing/Total Hourly Rates, and
3. Require Vendor A to provide you with comparable pricing the Contractor has offered to and been accepted by a similarly-situated customer, preferably a competitively awarded, within the past two (2) years.

Question # 31:

I am a large hospital. My Air Conditioning unit needs to be replaced. We utilize Vendor A's Building Automation System/Energy Management System (which is integrated with the Fire Alarm System) which allows us to monitor all systems. The AC unit is not integrated with the Building Automation System/Energy Management System. Can we directly purchase this from these contracts?

OGS Answer # 31:

As this Air Conditioning Unit is not integrated with the Building Automation System/Energy Management System, it cannot be purchased/installed/integrated/maintained on this contract.

Question # 32:

I am a large hospital. My split AC unit needs to be replaced. We utilize Vendor A's Building Automation System/Energy Management System (which is integrated with the Fire Alarm System) which allows us to monitor all systems. The AC unit does not include a Factory-Installed/Factory-Provided Microprocessor – control which integrates with the Building Automation System/Energy Management System. Can we directly purchase this from these contracts?

OGS Answer # 32:

As this Split AC does not include a Factory-Installed/Factory-Provided Microprocessor, it cannot be integrated with the Building Automation System/Energy Management System. As such, it cannot be purchased/installed/integrated/maintained on this contract.

Question # 33:

I am a correctional facility. I am looking to acquire a new/replacement chiller. We have documented this is part of an Integrated BAS/EMS/Integrated Microprocessor-Controlled HVAC Equipment System. We

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are retaining an A/E consultant and will be obtaining the necessary construction permit. As part of this, there is some incidental ductwork connections (less than 10% of the cost of the chiller purchase, installation, and integration) and less than 10 FT) to connect the chiller to the general ductwork. By having the chiller installer/integrator perform this connection, it prevents any potential voiding of the warranty/maintenance provisions due to unexpected damage to the chiller. Can this incidental, but necessary ductwork connection to the new chiller be acquired on this contract as part of the purchase, installation, and integration of this chiller?

OGS Answer # 33:

Yes, since:

- A. You have documented this chiller fits the scope of the contract,
- B. Are obtaining stamped drawings from a licensed Architect or Engineer you retained,
- C. Are obtaining a construction permit,
- D. The incidental ductwork is less than 10% of the total purchase, installation, and integration cost for the chiller (and is only 10 feet long), and
- E. Is only being done to connect the chiller to the main ductwork so there is no voiding of the warranty of the chiller.

Question # 34:

I am a large hospital. We currently use these contracts for our Integrated Building Automation System/Energy Management System/Integrated Microprocessor-controlled HVAC Equipment System. We wanted to know if we would use this contract to install a new branch (1000 FT) of ductwork on an expansion wing we are building and subsequently maintain all of our ductwork. Is this allowable on this contract.

OGS Answer # 34:

No, the provision, installation, and maintenance of general ductwork such as a 1000 Ft branch is not permitted on this contract.

Question # 35:

I am a state agency. I am looking to perform Sprinkler system replacement/upgrades for a portion of our facility. As part of this, we will be performing all of the following:

- A. Install/Integrate new sprinklers (equipment and labor)
- B. Minor adjustments to the fire alarm (equipment and labor)
- C. Minor adjustments to the Building Automation System (equipment and labor)
- D. General Electrical (lighting fixtures & outlets as well as the wiring and conduit for the general lighting fixtures and outlets)
- E. Plumbing Work
- F. General Ductwork Work
- G. Restroom renovations
- H. General Carpentry, tiling, etc.
- I. Carpeting

Items D, E, F, and G, H, and I account for over 80% percent of the total value of the project. Can we acquire all of these items on the contract, or only items A, B, and C?

OGS Answer # 35:

Items A, B, and C above can be acquired on the security contract as this involves the provision of products and the performance of labor which fit the scope of the contract.

However, since items D, E, F, G, H, and I appear to be for general building renovations (and constitute more than 80% of the total spend on this project), this work cannot be performed on the contract and needs to be procured separately.

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How to Use Guidelines:

Question # 36:

I am a prison facility, I was wondering if I could procure cable/wiring (materials and installation labor) for a CCTV/Camera System on this contract?

OGS Answer # 36:

Yes, cable/wiring of CCTV systems (or any other system which fit the scope of this contract) can be acquired on this contract, provided the contractor is awarded the appropriate Lots (see above I.2 Lots).

Question # 37:

I am a prison facility. Can I acquire Cable/wiring (material and installation labor) only for a general purpose television system?

OGS Answer # 37:

No, since General Purpose Television systems don't fit the scope of this contract, you cannot use this contract to obtain the materials and installation labor for a General Purpose Television system on this contract.

Question # 38:

I am a Court Facility. I am utilizing one of the contractors to provide a CCTV system, including, but not limited to, all necessary wiring/cabling. Since the contractor will be performing wiring/cabling for the CCTV system, can I also have them perform general cabling/wiring for my IT/Network system?

OGS Answer # 38:

No, you cannot acquire the general purpose IT/Network Cabling on this contract. You can only acquire wiring/cabling which is for/part of a physical security and facility system and solution (e.g. wiring/cabling for the CCTV system).

Question # 39:

I am a State University. We are in the process of retrofitting a new center for Speech, Audial, and other related disabilities. As part of this, we need to acquire cameras, microphones, recording devices, etc. to record/diagnose speech, audial, visual, etc. disabilities and monitor treatment sessions for the same. Can we acquire cameras, microphones, recording devices, etc. which are to be used to record/diagnosis these disabilities/monitor treatment sessions?

OGS Answer # 39:

No, the aforementioned proposed uses of these cameras, microphones, recording devices, etc. is not acceptable on this contract as they are not for a physical security and facility system. As such, this contract cannot be used to acquire these products, or to perform any labor/services necessary to provide/implement these recording/diagnosing devices.

Question # 40:

I am a Correctional Facility. I am looking to procure repairs for our fences. The fence:

- A. Does not include integrated electronic monitoring devices which detect intrusion, motion, etc., and
- B. Is not integrated with the access control/surveillance system

Can this be acquired on this contract?

OGS Answer # 40:

Since this fencing:

- A. Does not include integrated electronic monitoring devices which detect intrusion, motion, etc., and
- B. Is not integrated with the access control/surveillance system

It cannot be repair (or provided/installed) on this contract.

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How to Use Guidelines:

Question # 41:

I am a State Agency. We are interested in constructing an 8' chain link fence to separate our garbage and recycling dumpsters from our metal and C&D dumpsters. There are frequent instances where items are placed in the incorrect dumpsters, forcing state maintenance workers to enter the dumpsters to remove these items. I have researched OGS Centralized Contract Award 20191, Group 77201 - Security & Facility Systems & Solutions and I do not believe this contract is applicable to this particular situation.

The 'How to Use' document of this contract states that, "Decorative Fencing, construction site fencing, temporary/portable fencing/barriers, fencing which does not include integrated electronic monitoring devices, etc. shall not be obtained on this contract."

This is not a perimeter fence and we were not planning on using any integrated electronic monitoring devices. Can you please provide your input on this situation?

OGS Answer # 41:

You are correct. This fencing does not fit the scope and cannot be obtained on this contract.

Question # 42:

I am a local fire district. We are looking to acquire:

- A. A Fire Station Alerting System (speakers, wire/cable, etc.), and
 - B. A general purpose television for general purpose use, along with the wiring/cabling for this television.
- Can these offerings be acquired on this contract?

OGS Answer # 42:

- A. The fire station alerting system, including, but not limited to the speakers and wiring/cabling for the speakers, can be acquired on these contracts.
- B. General purpose television and the wiring/cabling for general purpose television cannot be acquired on this contract as these do not fit the scope.

Question # 43:

I am a correctional facility. I am looking to acquire an inmate radio system. This system:

- A. Will be integrated with the facility Public Address System,
- B. Is required by Code and a Court Order, and
- C. Contains an "emergency override" or "priority override" so that any emergency notification message, alarm notification, etc. from the Public Address System which overrides any other function being performed or which could be performed by the inmate radio system.

Can this be acquired on this contract?

OGS Answer # 43:

Since this system:

- A. Will be integrated with the facility Public Address System,
- B. Is required by Code and a Court Order, and
- C. Contains an "emergency override" or "priority override" so that any emergency notification message, alarm notification, etc. from the Public Address System which overrides any other function being performed or which could be performed by the inmate radio system:

This is can be acquired under these contracts.

Question # 44:

I am a school district. I would like to acquire an Audio System for my school theatre. The system does not have a Priority/Emergency Override capability. Can this be acquired on this contract?

OGS Answer # 44:

Since this system does not have a Priority/Emergency Override capability, it cannot be acquired on this contract.

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How to Use Guidelines:

Question # 45:

I am a school district. I would like to acquire a Digital Signage System. The system will be integrated to a CCTV and Emergency Notification/Alarm System. Whenever an alarm is activated, the alarm message shall override the Digital Signage System and the alarm message shall be displayed. Can this be acquired on this contract?

OGS Answer # 45:

Since this system is integrated with a physical security and facility system, and has an emergency override function/capability, this can be acquired on this contract.

Question # 46:

I am a Transportation Public Authority. I am looking to acquire a Digital Signage Display System. This will:

- A. Display Departure/Arrival Times of Trains, Buses, etc.,
- B. Display Emergency Announcements,
- C. Be monitored and controlled by the local police force on the same security management system/command center display as the CCTV camera feeds, and
- D. Includes an emergency override which causes an emergency notification to be displayed on these screens and no other information to be listed in the event of this feature is activated.

Can this be acquired on this contract?

OGS Answer # 46:

Since this system will:

- A. Display Emergency Announcements,
- B. Be monitored and controlled by the local police force on the same security management system/command center display as the CCTV camera feeds, and
- C. Includes an emergency override which causes an emergency notification to be displayed on these screens and no other information to be listed in the event of this feature is activated:

It can be acquired on this contract.

Question # 47:

I am a local Law Enforcement Unit. We are looking to acquire a Video Conferencing Display for a Meeting/Conference Room. Can this contract be used to acquire this product, installation, systems integration, and maintenance?

OGS Answer # 47:

No, General Purpose Video Conferencing Equipment as well as the installation, systems integration, and maintenance of the same is not permitted on these contracts.

Question # 48:

I am a school district. I would like to lease radio repeaters, radios, and the associated FCC licenses from a contractor and pay them a monthly fee. Is this allowable under the Centralized Contract?

OGS Answer # 48:

No, this is not permitted under the contract. Contracts awarded as a result of RFP 20191 are for the purchase of equipment, not leasing/rental of equipment.

Question # 49:

I am a State Agency. We are looking to acquire

- A. A Distributed Antenna System (also referred to as an in-building repeater system) which will include fiber optic cabling, repeaters, etc. and only be used by Law/Enforcement/First Responders, and
- B. A hosted Network Operation Center where the vendor manages and monitors the DAS.

Can we acquire this on contract?

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How to Use Guidelines:

OGS Answer # 49:

- A. The Distributed Antenna System (DAS) can be acquired on this contract as it is for Low Enforcement/First Responder use Only.
- B. The hosted Network Operation Center managing and monitoring (and any implementation of the same) the DAS cannot be acquired on this contract as this is a cloud/hosted offering.

Question # 50:

I am a School District. We want to an upgrade/retrofit of our existing General Lighting to install LED Lighting? Can this be performed on this contract?

OGS Answer # 50:

No, General Purpose Lighting/LED Lighting installation, replacement, retrofits, etc. are not permitted on this contract.

Question # 51:

I am a Public Authority. We are undertaking a major security camera upgrade. As part of this, we need to install some additional exterior lighting for the cameras to function properly. The cameras have specific lighting requirement (in the manufacturer's specifications) for lighting which these lights will allow us to meet. The cost of this lighting (both products and labor) will be less than five (5) percent of the entire CCTV installation project and not involve any installation, replacement, retrofit, etc. of the general lighting.

Can we obtain this lighting on this contract?

OGS Answer # 51:

Since:

- A. The lighting is only being installed as part of and only for the CCTV installation project;
- B. The cameras have specific lighting requirements (as per the manufacturer's specifications) and this lighting is necessary to meet these specifications; and
- C. The total value of the products and labor associated with providing and installing the lighting is less than five (5) percent of the entire CCTV project cost;

This is allowable under the contract.

Question # 52:

I am a Psychiatric Facility. We have asbestos in our building. In order to replace our sprinkler system, we need to abate the asbestos surrounding the sprinkler. We are not going to abate the asbestos in the entire building, but only that which surrounds the sprinkler system. Is this allowable on this contract?

OGS Answer # 52:

In this instance, since you are only performing asbestos abatement to enable you to replace your sprinkler system, and not abating asbestos throughout the building, this is allowable.

Question # 53:

I am a New York City Agency. We are looking to solicit proposals from multiple contractors awarded Lot 3 for a fire alarm system (all products, installation, integration, and maintenance). As part of this, we want the contractors to propose/provide stamped plans/drawings of their proposed system. We have our own in-house engineers who will rate the systems/proposed offerings. Can we obtain these Architectural/Engineering Services on these contracts?

OGS Answer # 53:

In this instance, since you are obtaining these Architectural and Engineering Services as part of a total security and facility system and solution, and not separately as standalone consultants (Owner's Representative), these can be acquired on this contract provided that:

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How to Use Guidelines:

- A. The Contractor and its subcontractor(s) cannot rely on the Spearin Doctrine. All design error costs shall be borne solely by Contractor and its subcontractor(s)/partner(s);
- B. The contractor is awarded either Lot 3 or Lot 5 (since you are also requesting products and installation as well as systems integration),
- C. The contractor and their subcontractor cannot act as an "Owner's Representative,"
- D. The awarded contractor must provide the stamped plans/drawings and all products, installation, systems integration, and maintenance (including through the use of subcontractors), and
- E. The Architectural and Engineering services can only be for products/systems which fit the scope of this contract, and not offerings outside the scope of this contract (e.g. plumbing systems).

Question # 54:

I am a Public Authority Airport. I am looking to acquire a Metal Detector. This will be integrated to a Command Center where the contents will be fed to a display which also display CCTV Feeds. Can this metal detector be acquired on this contract?

OGS Answer # 54:

In this case, since the metal detector is "integrated" with a physical security system, it can be acquired on this contract.

Question # 55:

I am a State University. I am looking to purchase Network Security Appliances for our General IT System. Can this contract be used to purchase, install, integrate, and maintain general purpose Network Security Appliances?

OGS Answer # 55:

No, standalone Network Security devices/products and any resulting installation, systems integration, and maintenance cannot be obtained on this contract.

Question # 56:

I am a State Agency. I am looking to acquire general purpose printers for printing confidential information. As part of this purchase, I am also requesting to acquire ID Card reader/scanner to attach/integrate to the printers. The ID Card reader/scanner will only be used to grant access to use the printer(s), and not to any physical portion of the facility? Can this contract be used to acquire the ID card reader/scanner?

OGS Answer # 56:

No, in this case, the ID card reader/scanner is being utilized in a similar manner as a password to access the printer. As such, it is not being used for physical security access but general purpose network security access, and therefore not permitted.

Question # 57:

I am a state agency. I noticed you have livescan store and forwarding as part of the scope of this contract. My agency issues supplemental assistance benefit cards and performs livescan store and forwarding on our own contracts. We don't run our checks against either DCJS or the FBI database. Can we acquire livescan store and forwarding for these cards on the contract.

OGS Answer # 57:

Since you are only proposing to use the livescan store and forwarding for supplemental benefit cards only, and not running background checks against either the DCJS or FIB databases, you cannot use this contract to have livescan store and forwarding.

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How to Use Guidelines:

Question # 58:

I am a county. We currently have Vendor A's command center system with hardware components that have reached their end of life (video cubes, servers, etc.). Certain of Vendor A's components will not be replaced. We would be keeping Vendor A's control software installed on multiple computers in our EOC, as well as specialized equipment that is already programmed for Vendor A to control both hardware and software components, one controlling server that has Vendor A's software installed, and software licenses. We would like to work directly with Vendor A to refresh end of life items, and patch our current software version to the latest. Is this allowable, or do I need to solicit multiple quotes.

OGS Answer # 58:

In this situation, it appears that you have an embedded base (have standardized on Vendor A). Based on this information, you can work directly with them without soliciting quotes from multiple contractors.

Question # 59:

I am a State Agency. I am looking to acquire a Parking Access System which will include the following:

- A. Payment Station and Gate access system which require a swipe card/ID badge to open upon payment confirmation,
 - B. Connecting wire, cables, devices, which are used solely for the Parking Access System, etc.,
 - C. Onsite software on the machines, which we will own and manage, behind our firewall, and
 - D. A Cloud/Hosted offering to accompany this which will store and monitor data to access the park.
- Can this system be acquired on this contract?

OGS Answer # 59:

- A. The following components of the Parking System are acceptable to be acquired on this contract and as well as all associated installation, integration, and maintenance:
 - i) Payment Station and Gate access system which require a swipe card/ID badge to open upon payment confirmation,
 - ii) Connecting wire, cables, devices, which are used solely for the Parking Access System, etc., and
 - iii) Onsite software on the machines, which you will own and manage, behind your firewall.
- B. Cloud/hosted offerings/products cannot be obtain on this contract under any circumstances. Nor can the implementation of these (e.g. programming, connecting to the cloud, etc.) be acquired on this contract under any circumstances. These must be obtained via a separate procurement.

Question # 60:

I am a Prison. I noticed that the "Not to Exceed" costs include all site access costs. For our facility, it generally takes two (2) hours for a contractor to access and commence performing work on our contracts. The contractor we are preparing to utilize proposed charging us time (hourly rates) for the site access time. Is this permitted on the contract?

OGS Answer # 60:

No, the "Not to Exceed" Total Hourly Rates include all site access costs. Therefore, contractors cannot charge for site access time to secure facilities (or any other facility/project). The "Not to Exceed" Total Hourly Rates include these costs, and the contractor should not propose charging time (hourly rates) for site access. This does not relieve the contractor from paying its own employees as applicable during the site access period.

OGS Answer # 61:

I am a Public Authority. We are preparing to undertake a large project. As part of this, we are requesting a Performance and Payment Bond. We have not sent the request for Quotes to the contractors. Should we include the request for the Performance and Payment Bond when we request quotes/proposals or after we have determined the awardee?

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How to Use Guidelines:

OGS Answer # 61:

Any performance and payment bond should be requested by the authorized user at the time quote/proposal, not afterwards. The performance and payment bond costs must be included in the "Not to Exceed" NYS Net Pricing and the "Not to Exceed" Total Hourly Rates on the contract, and by extension in the pricing quoted to the customer, not as a separate line item.

Question # 62:

I am an authorized user. As part of this, the contractor is proposing to utilize a subcontractor and have the subcontractor provide materials which are not listed on Vendor A's centralized contract. Can I acquire these materials through the subcontractor utilization even though they are not on contract?

OGS Answer # 62:

No, the subcontractor utilization provisions cannot be used to acquire products/material which are not listed on the centralized contract. For these particular products, the contractor needs to submit a contract update request to OGS to add these to their contract and then they can be provided by a subcontractor under the contract, with the subcontractor charging at or below the "Not to Exceed" price.

Question # 63:

I am a school district. A contractor is asking me to sign their terms and conditions which include provisions related to Indemnification, early Termination, etc. Am I required to sign these?

OGS Answer # 64:

No, you are not permitted to sign any terms and conditions which waive your rights under the Centralized Contract. Contractors may offer more advantageous terms which are in the best interests of the state (and any authorized user) than those they agreed to with NYS.

Question # 65:

I am a Public Authority. We are looking into using your contract. As part of this, our Risk Analyst determined that we require additional insurance coverages beyond those required in the contract.

- A. Can I require additional insurance coverages?
- B. And if yes to Question # 58A can the contractor charge more than the "Not to Exceed" NYS Net Pricing/Total Hourly Rates for this add additional insurance coverage.

OGS Answer # 65:

- A. Authorized Users can require contractors to provide additional insurance coverages.
- B. No, contractors cannot charge more than the "Not to Exceed" NYS Net Pricing/Total Hourly Rates pricing on the contract. However, with these additional insurance requirements, they may not be able to give you as large an additional discount (better than the "Not to Exceed" pricing) which needs to be documented in your procurement record.

Question # 66:

I am a State University. We are preparing a large fire alarm installation. We have our own Documents which we include in general which covers

- A. Contractor/Subcontractor Mobilization
- B. Retainage
- C. Progress/Milestone Payments
- D. Staging
- E. Bonding requirements

Can we include these in the final agreement with the contractor by attaching them to our initial request to the contractor and the final purchase order issued to them?

OGS Answer # 66:

Yes, you can include these in the final agreement between yourself and the contractor.

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How to Use Guidelines:

Question # 67

I am a State Agency. I am preparing a maintenance contract for my Building Automation System with Vendor A. As part of this, there are certain required specifications for maintenance which we will include due to the sensitive nature of our facilities.

Can I insert these specifications/scope of work into my agreement with Vendor A under this contract.

OGS Answer # 67:

Yes, provided these specifications/scope of work fit the scope of these contracts.

Question # 68:

I am a state agency. I was looking to acquire maintenance on a camera brand. Only certain entities have this brand on their centralized contract. Can I request other entities (awarded Lots 2 or 3) provide maintenance on these cameras even if they don't have this product line on their contract?

OGS Answer # 68:

No, contractors awarded Lots 2 and 3, or a combination of Lots 1 and Lots 4 or 5 can only perform services (installation, integration, or maintenance as applicable per Lot awarded) on product lines the contractor has on their contract. Please use the product offering chart.

Question # 69:

Would this award be for the testing, adjusting, balancing of an integrated microprocessor-controlled hvac equipment (meeting all of the aforementioned requirements) that is currently in place? Or is this award only for a new integrated microprocessor-controlled hvac equipment and the maintenance of this new integrated microprocessor-controlled hvac equipment?

OGS Answer # 69:

This contract covers both:

- A. New products/systems (products, installation, and systems integration), and the maintenance of the new products/system, as well as
- B. Equipment/systems which are currently in place.

A contractor must have the product line on contractor to be able to offer these/maintain these.